

SUMMARY OF EXHIBITS A - N

CENTENNIAL BANK'S MOTION TO DISMISS CASE AS A BAD FAITH FILING PURSUANT TO SECTION 707(a)

Exhibit A	Wells Fargo Bank Statement Day of Filing – Redacted
Exhibit B	May 18, 2018 Standard Player's Contract
Exhibit C	September 5, 2018 Security Agreement
Exhibit D	September 5, 2018 Garnishment Waiver Agreement
Exhibit E	Transcript of 2004 Exam, pages 40 - 41
Exhibit F	Transcript of 341 Hearing, page 68
Exhibit G	Transcript of 2004 Exam, pages 47 - 48
Exhibit H	Transcript of 341 Hearing, pages 63 - 64
Exhibit I	Transcript of 2004 Exam, page 37
Exhibit J	2021 Paystubs
Exhibit K	Wells Fargo Relevant Monthly Statements – Redacted
Exhibit L	Transcript of 2004 Exam, pages 81- 83
Exhibit M	Royal Bank of Canada Credit Card Nov – Dec – Redacted
Exhibit N	Transcript of 2004 Exam, pages 51, 94 - 95

1506007.1

EXHIBIT “A”

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

January 31, 2021

Total assets:	\$ (85.19)
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Total liabilities:	\$ 0.00
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Qualifying Balance:	\$ (85.19)
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Deposit Balance:	\$ (85.19)
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EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking [REDACTED] 1607	(85.19)
Total assets	\$ (85.19)

Go Far™ Rewards

Rewards ID ([REDACTED])	
Available balance	0
Pending relationship bonus rewards	32,159

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 1/1	8,462.43
Deposits/Additions	11,000.02
Withdrawals/Subtractions	19,547.64
Balance on 1/31	-\$85.19

Account number: **1607**

EVANDER KANE

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Interest you've earned

Interest paid this statement	\$0.02
Interest earned this statement period	\$0.02
Average collected balance	\$2,296.44
Annual percentage yield earned	0.01%
Interest paid this year	\$0.02
Total interest paid in 2020	\$10.26

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 1/1					8,462.43
1/4	Recurring Payment Authorized On 12/29 Ccbill.Com *Fenix 888 5969279 CA S300364842593397 Card 7236		22.00		
1/4	Recurring Payment Authorized On 12/29 Ccbill.Com *Fenix 888 5969279 CA S380364847604430 Card 7236		9.99		
1/4	Purchase Authorized On 12/30 Chick Fil A #01584 Phoenix AZ S300366078957413 Card 7236		13.79		
1/4	Recurring Payment Authorized On 12/31 Ccbill.Com *Fenix 888 5969279 CA S301001260974611 Card 7236		17.00		
1/4	Recurring Payment Authorized On 01/01 Best Alarm Company 408 8712400 CA S381002039612173 Card 7236		114.00		
1/4	Purchase Intl Authorized On 01/01 Sp * Merabi Manchester Gbr S301002104804468 Card 7236		260.07		
1/4	International Purchase Transaction Fee		7.80		
1/4	Purchase Authorized On 01/01 Sp * Nickho Rey Nickhorey.Mys TX S381002216891158 Card 7236		225.00		
1/4	Purchase Intl Authorized On 01/03 Sp * Lemonlunar Bolton Gbr S301003709142670 Card 7236		171.09		
1/4	International Purchase Transaction Fee		5.13		
1/4	Purchase Intl Authorized On 01/03 Sp * Satya Port Moody Can S381003820376162 Card 7236		35.25		
1/4	International Purchase Transaction Fee		1.05		
1/4	Purchase Authorized On 01/03 Mastro'S Oceanclub Scottsdale AZ S301004168248790 Card 7236		454.93		7,125.33
1/5	Purchase Authorized On 01/04 Sp * Heiress Cloth Https://heiressb FL S581004662979614 Card 7236		169.52		6,955.81
1/6	Recurring Payment Authorized On 01/03 Ccbill.Com *Fenix 888 5969279 CA S581003588635568 Card 7236		12.00		
1/6	Recurring Payment Authorized On 01/03 Ccbill.Com *Fenix 888 5969279 CA S301003591796899 Card 7236		10.00		
1/6	Purchase Authorized On 01/05 Sp * Skims Httpsskimsbod CA S581005639121077 Card 7236		190.14		6,743.67
1/7	eDeposit IN Branch/Store 01/07/21 04:05:27 Pm 14595 N Scottsdale Rd Scottsdale AZ		11,000.00		
1/7	Purchase Authorized On 01/06 Sp * Mutha Httpsmuthasto TX S301006688901755 Card 7236		159.00		

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 **Wells Fargo Portfolio Checking** (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
1/7	Purchase Authorized On 01/06 Sp * Afrmclothing Httpsarrivecl CA S461007099027689 Card 7236			186.62	17,398.05
1/8	Wire Trans Svc Charge Sequence: 210108061202 Srf# 0006313007688619 Trn#210108061202 Rfb#			30.00	
1/8	Purchase Authorized On 01/07 Sp * Posh Peanut I Poshpeanutsco CA S381007588955595 Card 7236			53.55	
1/8	Purchase Authorized On 01/07 Sp * Little Sleepi Httpslittlesl CA S381007845533775 Card 7236			69.92	
1/8	WT Fed#05530 Liberty Bank /Ftr/Bnf=Greg Henehan Srf# 0006313007688619 Trn#210108061202 Rfb#		11,000.00		
1/8	Zelle to Dussault Morgan On 01/08 Ref #Rp09Lh2F79			500.00	
1/8	American Express ACH Pmt 210108 M0416 Evander Kane			4,000.00	1,744.58
1/11	Purchase Authorized On 01/08 Sp * Newton Baby, Staging.Newto NY S301008707899864 Card 7236			327.74	
1/11	Recurring Payment Authorized On 01/09 Ccbill.Com *Onlyf 888 5969279 CA S381009538510871 Card 7236			5.99	
1/11	Purchase Authorized On 01/09 Staples 0010 Scottsdale AZ S581009797014125 Card 7236			11.04	
1/11	Purchase Authorized On 01/09 Oregano's Bistro 1 Scottsdale AZ S581009829323111 Card 7236			35.51	
1/11	Purchase Authorized On 01/09 C2 Tactical 101 An Phoenix AZ S381010026296563 Card 7236			184.46	
1/11	Purchase Authorized On 01/09 C2 Tactical 101 An Phoenix AZ S461010032694444 Card 7236			170.20	
1/11	Zelle to Dussault Morgan On 01/10 Ref #Rp09Lvwjr7			500.00	509.64
1/13	Purchase Authorized On 01/09 Sp * Skims Httpsskimsbod CA S301009740907012 Card 7236			187.91	321.73
1/15	Purchase Authorized On 01/13 Tst* Pieology Av Avondale AZ S301014055788293 Card 7236			26.00	
1/15	Purchase Authorized On 01/14 Sports Venture Chandler AZ S461014768837216 Card 7236			141.96	153.77
1/19	Recurring Payment Authorized On 01/12 Ccbill.Com *Onlyf 888 5969279 CA S461013017382444 Card 7236			49.00	
1/19	Recurring Payment Authorized On 01/13 Ccbill.Com *Onlyf 888 5969279 CA S581013341928615 Card 7236			19.99	
1/19	Recurring Payment Authorized On 01/13 Ccbill.Com *Onlyf 888 5969279 CA S461014209320030 Card 7236			16.99	
1/19	Purchase Authorized On 01/14 Tst* Pieology Av Avondale AZ S581014744007970 Card 7236			14.79	
1/19	Recurring Payment Authorized On 01/15 Ritual Httpsritual.C CA S461015682634640 Card 7236			38.24	14.76
1/22	Recurring Payment Authorized On 01/19 Ccbill.Com *Onlyf 888 5969279 CA S461019496437527 Card 7236			9.99	4.77
1/27	Recurring Payment Authorized On 01/24 Ccbill.Com *Onlyf 888 5969279 CA S581024445719964 Card 7236			9.99	5.22
1/28	Overdraft Fee For A Transaction Posted On 01/27 \$9.99 Recurring Payment Authori Zed On 01/24 Ccbill.Com *Onlyf 888 5969			35.00	
1/28	Recurring Payment Authorized On 01/24 Ccbill.Com *Onlyf 888 5969279 CA S461024841032039 Card 7236			9.99	50.21
1/29	Overdraft Fee For A Transaction Posted On 01/28 \$9.99 Recurring Payment Authori Zed On 01/24 Ccbill.Com *Onlyf 888 5969			35.00	
1/29	Interest Payment		0.02		85.19
Ending balance on 1/31					-85.19
Totals			\$11,000.02	\$19,547.64	

Wells Fargo Portfolio Checking (continued)

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$70.00	\$70.00
Total Returned Item Fees	\$0.00	\$0.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Important Account Information

As a reminder, Portfolio by Wells Fargo monthly service fees are calculated using the combined month end balances of all qualifying accounts linked to your Portfolio by Wells Fargo program. If you do not meet the minimum balance requirements*, the standard monthly service fee of \$30 will be assessed to your primary checking account on about the 2nd business day following month end. This fee will appear in the transaction history section for the primary checking account on your next month end statement.

*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

EXHIBIT “B”

EXHIBIT 1
STANDARD PLAYER'S CONTRACT

IMPORTANT NOTICE TO PLAYER

Before signing this Standard Player's Contract ("SPC") you should carefully examine it to be sure that all terms and conditions agreed upon have been incorporated herein, and if any has been omitted, you should insist upon having it inserted in the SPC before you sign.

**NATIONAL HOCKEY LEAGUE
STANDARD PLAYER'S CONTRACT
(2013 FORM)**

BETWEEN San Jose Sharks
Hereinafter called the "Club," a member of the National Hockey League,
hereinafter called the "League"

AND Evander Kane
hereinafter called the "Player"

State/Province/Country

of Vancouver in BC of CANADA

In consideration of the respective obligations herein and hereby assumed, the parties to this SPC severally agree as follows:

1. The Club hereby employs the Player as a skilled hockey Player for the term of eight (7) League Year(s) commencing the later of July 1, 2018 or upon execution of this SPC and agrees, subject to the terms and conditions hereof, to pay the Player a salary of _____ US Dollars (\$ _____).

2018/19: Six Million Dollars-----	\$6,000,000
2019/20: Six Million Dollars-----	\$6,000,000
2020/21: Three Million Dollars -----	\$3,000,000
2021/22: Seven Million Dollars-----	\$7,000,000
2022/23: Five Million Dollars-----	\$5,000,000
2023/24: Six Million Dollars -----	\$6,000,000
2024/25: Four Million Dollars-----	\$4,000,000

Payment of such Paragraph 1 Salary shall be in consecutive semi-monthly installments on the 15th and 30th day of each month following the commencement of the NHL Regular Season or

following the dates of reporting, whichever is later (provided that the pay period shall not close more than three (3) days prior to payroll dates); provided, however, that if the Player is not in the employ of the Club for the whole period of the Club's NHL Regular Season Games, then he shall receive only part of such Paragraph 1 Salary in the ratio of the number of days of actual employment to the number of days of the NHL Regular Season.

And it is further mutually agreed that if the SPC and rights to the services of the Player are Loaned or otherwise transferred to a club in another league, the Player shall only be paid at an annual salary rate of

2018/19:	<u>N/A</u>	Dollars-----	in the AHL
2019/20:	<u>N/A</u>	Dollars-----	in the AHL
2020/21:	<u>N/A</u>	Dollars-----	in the AHL
2021/22:	<u>N/A</u>	Dollars-----	in the AHL
2022/23:	<u>N/A</u>	Dollars-----	in the AHL
2023/24:	<u>N/A</u>	Dollars-----	in the AHL
2024/25:	<u>N/A</u>	Dollars-----	in the AHL

2. The Player agrees to give his services and to play hockey in all NHL Games, All Star Games, International Hockey Games and Exhibition Games to the best of his ability under the direction and control of the Club in accordance with the provisions hereof.

The Player further agrees.

(a) to report to his Club's Training Camp at the time and place fixed by the Club, in good physical condition,

(b) to keep himself in good physical condition at all times during the season,

(c) to give his best services to the Club and to play hockey only for the Club unless his SPC is Assigned, Loaned or terminated by the Club,

(d) to co-operate with the Club and participate in any and all reasonable promotional activities of the Club which will in the opinion of the Club promote the welfare of the Club and to cooperate in the promotion of the League and professional hockey generally,

(e) to conduct himself on and off the rink according to the highest standards of honesty, morality, fair play and sportsmanship, and to refrain from conduct detrimental to the best interest of the Club, the League or professional hockey generally.

3. In order that the Player shall be fit and in proper condition for the performance of his duties as required by this SPC and the Agreement, the Player agrees to report for practice at such time and place as the Club may reasonably designate and participate in such Exhibition Games as may be arranged by the Club.

4. The Club may from time to time during the continuance of this SPC establish reasonable rules governing the conduct and conditioning of the Player, and such reasonable rules shall form part of this SPC and the Agreement as fully as if herein written. For violation of any such rules

or for any conduct impairing the thorough and faithful discharge of the duties incumbent upon the Player, the Club may impose a reasonable fine upon the Player and deduct the amount thereof from any money due or to become due to the Player. The Club may also suspend the Player for violation of any such rules. When the Player is fined or suspended, he shall be given notice in writing stating the amount of the fine and/or the duration of the suspension and the reason therefor. Copies of the rules referred to herein shall be filed at the main offices of the League and the National Hockey League Players' Association ("NHLPA").

5. (a) Should the Player be disabled or unable to perform his duties under this SPC he shall submit himself for medical examination and treatment by a physician selected by the Club, and such examination and treatment, when made at the request of the Club, shall be at its expense unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this SPC or the rules established under Paragraph 4. At any time a physician selected by a Club makes a determination as to whether or not a Player is disabled and unable to perform his duties as a hockey Player for purposes of this Paragraph 5 of this SPC, such physician shall evidence such determination by fully completing the form attached to the CBA as Exhibit 25-A, which shall be provided to the Player at the time such determination is made and immediately provided to the Club as well. Upon receipt of such fully completed form, the Club shall send an electronic copy forthwith to the Player, his Certified Agent, the NHL, and the NHLPA (the "Recipients"), which shall contain the language from CBA Exhibit 25-A contained in the "Message to Player", provided, however, that the Club's failure to include such language shall not affect the time frames set out in this Paragraph 5, or otherwise prejudice the Club.

(b) If the Player, in the judgment of the Club's physician, is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season (unless such condition is the direct result of any injury sustained during the course of his employment as a hockey Player with the Club, including travel with his team or on business requested by the Club) so as to render him unfit to play skilled hockey, then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no compensation shall be payable for that period under this SPC.

(c) If the Player is injured during the course of his employment as a hockey Player with the Club, including travel with his team or on business requested by the Club, the Club will pay the Player's reasonable hospitalization until discharged from the hospital, and his medical expenses and doctor's bills, provided that the hospital and doctor are approved by the Club. This approval will not be unreasonably withheld.

(d) It is also agreed that if the Player, in the sole judgment of the Club's physician, is disabled and unable to perform his duties as a hockey Player by reason of an injury sustained during the course of his employment as a hockey Player, including travel with his team or on business requested by the Club, he shall be entitled to receive his remaining Paragraph 1 Salary and Signing Bonuses due in accordance with the terms of this SPC for the remaining stated term of this SPC as long as the said disability and inability to perform continue but in no event beyond the expiration date of the fixed term of this SPC. In consideration of the payment of such Paragraph 1 Salary, as well as payments made by the Club to fund the Hospital, Major Medical, Visioncare and Dental Plan, career ending disability policy and serious disability policy and other consideration (including the payment of salary referenced herein, where applicable), the

Player does hereby covenant that in the event he receives full payment of a claim under such career ending disability policy or serious disability policy, he personally releases and will release, and will cause his corporation if a corporate contract is involved to release, the Club, the League, the NHLPA, all other Clubs, the insurance carrier, and the servants, employees, officers and agents of each of the above from any and every additional obligation, liability, claim or demand for any additional salary or other payments, arising out of or relating to such injury or the treatment thereof, including without limitation liability in tort, and extending to all damages, whenever arising.

(e) In the event that the Player wishes to seek a second opinion in respect of the Club Physician's determination regarding the Player's fitness or unfitness to play, the Player shall provide electronic notice to the Club (unless the Player provides notice by any other means to the General Manager, Assistant General Manager or the Head Athletic Trainer) that he is seeking a second opinion pursuant to Paragraph 5 of the SPC by no later than 5:00 pm New York time on the third day after the electronic notice referred to in Paragraph 5(a) above is sent, except that, if the notice referred to in Paragraph 5(a) above is sent after 5:00 pm New York time the Player shall have until 5:00 pm New York time on the fourth day to provide such notice. Upon receiving notice that the Player is seeking a second opinion, the Club shall promptly provide the Player its complete medical file on the Player in respect of the Player's condition that is the subject of the Club Physician's determination. The Player must obtain a second opinion within five (5) days (or later only upon showing of good cause) of the electronic notice from the Club.

(f) The physician consulted by the Player ("Player's Physician") in accordance with Paragraph 5(e) must make a determination as to whether the Player is disabled and unable to perform his duties as a hockey Player and shall evidence such determination by fully completing the form attached to the CBA as Exhibit 25-A, which shall be provided to the Player at the time of the examination, with an electronic copy sent forthwith to the Club and the Recipients. The Club Physician and the Player's Physician must consult as expeditiously as possible and, in any event, by no later than 5:00 pm New York time on the third day after the Player is sent electronic notice of the determination by the Player's Physician (referenced in this Paragraph 5(f) above) (or later only upon a showing of good cause).

(g) (i) If, after consulting as provided for in Paragraph 5(f), the Club Physician and the Player's Physician agree that the Player is either disabled and unable to perform, or not disabled and able to perform, his duties as a hockey Player, their agreed-upon determination shall be evidenced by fully completing the form attached to the CBA as Exhibit 25-B (as set forth in Paragraph 5(g)(i)(iii)). Such determination shall be conclusive, final and binding upon the Club and the Player, absent a showing of improper interference with the procedures set forth in CBA Section 17.7 and Paragraph 5 of the SPC.

(ii) If after consulting as provided for in Paragraph 5(f), the Club physician and the Player's Physician cannot agree on whether the Player is disabled and unable to perform his duties as a hockey Player, they shall evidence such disagreement by fully completing the form attached to the CBA as Exhibit 25-B (as set forth in Paragraph 5(g)(iii)).

(iii) Pursuant to either Paragraph 5(g)(i) or 5(g)(ii) above, the Player's Physician shall complete his/her portion of Exhibit 25-B first and then shall send such form to

the Club Physician. The Club Physician shall then complete his/her portion of Exhibit 25-B and then shall send such fully completed form to the Club, the Player's Physician and the Recipients.

(iv) If the Club Physician and the Player's Physician cannot agree on whether the Player is disabled and unable to perform his duties as a hockey Player pursuant to Paragraph 5(g)(ii) above, they shall confer and agree on an independent physician to examine the Player. The independent physician must be selected as expeditiously as possible and, in any event, within the time frame referred to in Paragraph 5(l) above (or later only upon a showing of good cause). If the Player's Physician and the Club Physician are unable to select the independent physician within such period, the independent physician shall be selected jointly by a medical designee appointed by the NHL and a medical designee appointed by the NHLPA. That selection shall take place as expeditiously as possible, but not later than 5:00 pm New York time on the second day after referral to the NHL and NHLPA medical designees.

(h) Following the selection of the independent physician pursuant to Paragraph 5(g)(iv), the NHLPA (with a copy sent forthwith to the Club and the Recipients) shall provide the independent physician with a completed form set out in CBA Exhibit 25-C. The Club also shall send to the independent physician a copy of the medical file that it had forwarded to the Player pursuant to Paragraph 5(e). The Player shall direct the Player's Physician to forward to the independent physician a complete copy of his medical file in respect of the condition that is the subject of the Player's Physician's second opinion pursuant to Paragraph 5(h). The Player must submit himself to examination, and the independent physician must examine the Player, within five (5) business days of his selection (or later only upon a showing of good cause). The independent physician shall make a determination of whether the Player is disabled and unable to perform his duties as a hockey Player and evidence such determination by fully completing the form attached as Exhibit 25-A, which shall be provided to the Player at the time of the examination and an electronic copy sent forthwith to the Club and the Recipients.

(i) The independent physician's determination as to whether the Player is disabled and unable to perform his duties as a hockey Player shall be conclusive, final and binding upon the Club and the Player, absent a showing of improper interference with the procedures set forth in CBA Section 17.7 and Paragraph 5 of the SPC.

(j) If, pursuant to Paragraph 5(g) or Paragraph 5(h) a Player examined in connection with Paragraph 5(d) is declared to be unfit for play by reason of an injury sustained during the course of his employment as a hockey Player, including travel with his team or on business requested by the Club, he shall continue to receive the full benefits of this Agreement in accordance with the provisions of Paragraph 5(d). If such Player is declared to be physically able to play and refuses to do so, he shall be liable to immediate suspension without pay. For the avoidance of doubt, if the Player is deemed to have had a separation from service (as defined in Treas. Reg. section 1.409A-1(h)) and, prior to such separation, the Player has not been disabled for purposes of Section 409A(a)(2)(C) of the Internal Revenue Code, any amount payable pursuant to this Paragraph 5(j) shall be paid over the Buy-Out Period prescribed by Paragraph 13(d) (i.e., over twice the remaining term of the SPC).

(k) If either the Club or the Player fail to timely comply with any of the requirements set forth in Paragraph 5, absent a showing of good cause, then such non-complying party shall be deemed to have acceded to the other party's position in such dispute.

(l) The Club and Player shall cooperate, and shall cause their respective physicians to cooperate, for the purpose of making medical records available to any physician who examines the Player pursuant to this Paragraph 5.

(m) For purposes of clarity, the Club physician, the Player's Physician and the independent physician shall be charged only with determining whether the Player is disabled and unable to perform his duties as a hockey Player. Any other determinations, including whether a Player's disability is a hockey related injury, shall be within the jurisdiction of the Impartial Arbitrator.

(n) In connection with a disability which is not caused by an injury sustained during the course of his employment as a hockey Player including travel with his team or on business requested by his Club, the procedures set forth in this Paragraph 5 shall also apply to the Club doctor's determination regarding the Player's physical fitness to return to play. If the Player is declared to be fit for play, by the Club doctor and Player doctor, or by the independent doctor, he must perform his duties hereunder and shall be entitled to receive the full benefits of this Agreement. If he is declared to be not physically able to play, he shall not be entitled to the benefits of this Agreement until he has been declared to be physically fit to play by the independent medical specialist.

(o) The reasonable costs incurred by the Player in the course of obtaining a second opinion pursuant to this Paragraph 5 shall be borne equally by the Club and the Player.

6. The Player represents and agrees that he has exceptional and unique knowledge, skill and ability as a hockey Player, the loss of which cannot be estimated with certainty and cannot be fairly or adequately compensated by damages. The Player therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunctive proceedings without first exhausting any other remedy which may be available to the Club, from playing hockey for any other team and/or for any breach of any of the other provisions of this SPC.

7. The Player and the Club recognize and agree that the Player's participation in other sports may impair or destroy his ability and skill as a hockey Player. Accordingly the Player agrees that he will not during the period of this SPC or during any period when he is obligated under this SPC to enter into a further SPC with the Club engage or participate in football, baseball, softball, hockey, lacrosse, boxing, wrestling or other athletic sport without the written consent of the Club, which consent will not be unreasonably withheld.

8. (a) The Club recognizes that the Player owns exclusive rights to his individual personality, including his likeness. The Player recognizes that the Club owns exclusive rights to its name, emblems and uniform, which the Player wears as a hockey Player for the Club.

The Player hereby irrevocably grants to the Club during the period of this SPC and during any period when he is obligated under this SPC to enter into a further SPC with the Club

the right to permit or authorize any firm, person or corporation to take and make use of any still photographs, motion pictures or electronic (including television) images of himself in uniform and agrees that thereafter all rights in such photographs, pictures and images (including the right to identify him by name) shall belong to the Club exclusively for the purposes of telecasts, film or video documentaries or features, advertisements and promotions of the Club's games, use by the media for reportorial purposes, game programs, yearbooks, magazines and the like, and purposes in which the focus is on the Club or game and not the individual Player.

The Club hereby irrevocably grants to the Player during the period of this SPC and thereafter the right to use the name of the Club (but not the emblem or uniform unless otherwise agreed) to identify himself, truthfully, as a Player of the Club, past or present.

All obligations and rights set forth in this Paragraph 8(a) shall be subject to modification from time to time by the provisions of the CBA.

(b) The Player further agrees that during the period of this SPC and during any period when he is obligated under this contract to enter into a further contract with the Club, he will not make public appearances, participate in radio or television programs, or permit his picture to be taken, or write or sponsor newspaper or magazine articles, or sponsor commercial products without the written consent of the Club which consent shall not be unreasonably withheld.

9. It is mutually agreed that the Club will not pay, and the Player will not accept from any person, any bonus or anything of value for winning or otherwise attempting to affect the outcome of any particular game or series of games except as authorized by the League By-Laws.

10. The Player agrees he will not tamper with or enter into negotiations with any Player under SPC or reservation to any Club of the League for or regarding such Player's current or future services, without the written consent of the Club with which such Player is connected under penalty of a fine to be imposed by the Commissioner of the League.

11. It is mutually agreed that the Club shall have the right to Assign or to Loan this SPC, and the Player agrees to accept and be bound by such Assignment or Loan, and will faithfully perform and carry out this SPC with the same purpose and effect as if it had been entered into by the Player and such other club.

It is further mutually agreed that in the event that this SPC is Assigned, or the Player's services are Loaned, to another club, the club shall by notice in writing delivered to the Player advise the Player of the name and address of the club to which he has been Assigned or Loaned, and specify the time and place of reporting. If the Player fails to report to such other club, he may be suspended by such other club and no Paragraph 1 Salary shall be payable to him during the period of such suspension.

12. **Default.** If a Club defaults in the payment of any compensation to the Player provided for in his SPC or fails to perform any other obligation under his SPC, the Player may, by notice in writing to the Club and to the League and the NHLPA, specify the nature of any and all defaults and thereafter:

(a) If the Club fails to remedy the default within fourteen (14) days from receipt of such notice, except as hereinafter provided in Paragraphs 12(b), (c) and (d), the SPC shall be terminated, and, upon the date of such termination, all obligations of both parties shall cease, except the obligation of the Club to pay the Player's compensation to that date, provided, however, that;

(b) the player hereby irrevocably offers the League an option to cure said default within the seven (7) days next succeeding the fourteen (14) days within which the Club may cure the default upon the condition that, in the event the League may accept this offer, the League would then guarantee payment of that portion of the Player's compensation, as set forth in the Player's SPC, as may become due for a period of twenty-one (21) days from receipt by the League of any notice of default. The League may accept this offer by notification to the Player and the NHLPA in writing of such acceptance and of its guarantee of said twenty-one (21) day compensation period as soon as possible following receipt of notice of default from Player but in no event later than fourteen (14) days following receipt of such notice. This offer will be deemed rejected if not accepted as set forth above;

(c) said option may be assigned by the League to any other Club and, upon such assignment, the assignee Club shall inure to all of the rights of and assume all obligations of the League under this Paragraph 12;

(d) the Player further agrees that, if the League has given due notice as set forth in Paragraph 12 (b), he will continue to perform all of his obligations under his SPC for the full twenty-one (21) day period and, in the event the Club does not cure the default within the fourteen (14) day period, as set forth in subsection (a), the League, or any Club to which its option has been assigned, may cure the default within the seven (7) days following the first fourteen (14) days next succeeding receipt of notice of default; and

(e) the Club agrees if it does not cure the default within the fourteen (14) day period, as set forth in Paragraph 12 (a) above, and the League, or an assignee Club, cures said default in accordance with Paragraph 12 (b), (c) and (d) then, in such event, all rights and obligations of the Club under this SPC shall be transferred to the League, or such assignee Club, provided, however, that no obligation with respect to a default or defaults claimed to exist at the time of notice of default, as provided above, but not specifically included and set forth in said notice shall be assumed by the League or such assignee Club and the League or such assignee Club shall have no liability with respect thereto.

(f) The Club and/or the League may dispute the Player's assertion of a default through an expedited arbitration proceeding in which case the Arbitrator shall be directed both to hear and decide such case within fourteen (14) days of receipt of notice from the Player pursuant to this Paragraph 12 absent a showing of good cause by the League and/or the Club as to why it requires additional time in order to adequately investigate and try such case. In such event, it is nonetheless the intention of the parties that the case be heard and decided as expeditiously as possible. During the pendency of the Grievance concerning the existence of a default, the Player's SPC shall remain in full force and effect.

13. The Club, in addition to other rights hereunder, at its option, by written notice delivered to the Player in accordance with Exhibit 3, may terminate this SPC on the following conditions:

(a) The Club shall offer the Player on Unconditional Waivers, either before or promptly after the notice of intention to exercise the Ordinary Course Buy-Out option (herein called "notice of termination") is given.

(b) Termination pursuant to this Paragraph shall be effective upon receipt by the Player of the notice of termination and the Player clearing Unconditional Waivers pursuant to Paragraph 13(a) above.

(c) The notice of termination shall be effective if given in the form attached as CBA Exhibit 20, with a copy to the NHLPA and Central Registry as follows:

(i) beginning the later of June 15 or forty-eight (48) hours after the conclusion of the Stanley Cup Finals and ending at 5:00 p.m. New York time on June 30; and

(ii) For Clubs who have Club or Player elected Salary Arbitration filings pursuant to Article 12, within the forty-eight (48) hour period beginning on the third day following the later of: (i) the Club's receipt of its last salary arbitration award; or (ii) settlement of its last case (provided such award was received or such settlement occurred prior to 7:00 p.m. New York time; awards or settlements that occurred or were received after 7:00 p.m. New York time will be deemed to have occurred or received the following business day for purposes of this provision).

(d) If the Club elects to terminate this SPC pursuant to this Paragraph 13, it shall be obligated to pay to the Player, in equal semi-monthly installments, to be paid in accordance with the payroll payment schedule applicable to the Club's Active Roster, over twice the remaining term of the SPC (the "Buy-Out Period"):

(i) if the Player is under 26 years of age at the time the termination is effective, an amount equal to 1/3 of, or

(ii) if the Player is 26 years of age or older at the time the termination is effective, an amount equal to 2/3 of the total fixed amount of the Player's Paragraph 1 NHL Salary, for the unexpired fixed-term of this SPC, reduced by any advance payment of Paragraph 1 Salary received by the Player prior to the date the termination is effective.

(e) Upon termination, the Player shall immediately be an Unrestricted Free Agent and shall no longer be obligated to perform under this SPC.

(f) Waiver claim of Player by another Club shall pre-empt and relinquish Club's Buy-Out obligation, due to failure to clear Waivers.

(g) Clubs shall file their Buy-Out agreements, the form of which is attached hereto as Exhibit 21, with Central Registry and the NHLPA within 24 hours of such agreements becoming effective.

14. The Club may also terminate this SPC upon written notice to the Player (but only after obtaining Waivers from all other Clubs) if the Player shall at anytime:

(a) fail, refuse, or neglect to obey the Club's rules governing training and conduct of Players, if such failure, refusal or neglect should constitute a material breach of this SPC.

(b) fail, refuse or neglect to render his services hereunder or in any other manner materially breach this SPC.

In the event of termination under Paragraph 14 (a) or (b) the Player shall only be entitled to compensation due to him to the earlier of the date such notice is personally delivered to him or the date such notice is e-mailed to him.

In the event this SPC is terminated by the Club while the Player is "away" with the Club for the purpose of playing games the installment then falling due shall be paid on the first weekday after the return "home" of the Club.

15. The Player further agrees that the Club may carry out and put into effect any order or ruling of the League or its Commissioner for his suspension or expulsion and that in the event of suspension his Paragraph 1 Salary shall cease for the duration thereof and that in the event of expulsion this SPC shall terminate forthwith.

16. Except as otherwise provided in CBA Article 18, the Player agrees that, in the event of his suspension without pay pursuant to any of the provisions of this SPC, there shall be deducted from the Paragraph 1 Salary an amount equal to the exact proportion of such salary as the number of days' suspension bears to the total number of days of the Regular Season Games.

17. If because of any condition arising from a state of war or other cause beyond the control of the League or of the Club, it shall be deemed advisable by the League or the Club to suspend or cease or reduce operations, then:

(a) in the event of suspension of operations, the Player shall be entitled only to the proportion of Paragraph 1 Salary due at the date of suspension.

(b) in the event of cessation of operations, the Paragraph 1 Salary shall be automatically canceled on the date of cessation, and

(c) in the event of reduction of operations, the Paragraph 1 Salary shall be replaced by that mutually agreed upon between the Club and the Player, or, in the absence of mutual agreement, by that determined by neutral arbitration.

18. The Club and the Player severally and mutually promise and agree to be legally bound by the League Rules that affect any terms or conditions of employment of any Player and by any Collective Bargaining Agreement that has been or may be entered into between the member Clubs of the League and the NHLPA, and by all of the terms and provisions thereof. This SPC is entered into subject to the CBA between the NHL and the NHLPA and any provisions of this SPC inconsistent with such CBA are superseded by the provisions of the CBA.

The Club and the Player further agree that in case of dispute between them, except as to the compensation to be paid to the Player on a new SPC, the dispute shall be referred within one year from the date it arose to the Commissioner of the League, as an arbitrator and his decision shall be accepted as final by both parties, unless, and to extent that, other arbitration procedures are provided in any Collective Bargaining Agreement between the member Clubs of the League and the NHLPA to cover such dispute.

The Club and the Player further agree that all fines imposed upon the Player under the Playing Rules, or under the provisions of the League By-Laws, shall be deducted from the Paragraph 1 Salary of the Player and be remitted by the Club to the NHL Players' Emergency Assistance Fund.

19. The Club and the Player represent and warrant that there are no undisclosed agreements of any kind, express or implied, oral or written and that there are no promises, undertakings, representations, commitments, inducements, assurances of intent, supplements or understandings of any kind between the Player or his Certified Agent and the Club that have not been disclosed to the NHL, with regard to: (i) any consideration of any kind to be paid, furnished or made available during the term of the SPC or thereafter; and/or (ii) and future renegotiation, extension, amendment or termination of this SPC.

20. Capitalized terms shall have the meaning set forth in the CBA, to the extent not otherwise defined in this SPC.

21. Unless otherwise specified, the service of all notices pursuant to the provisions of the SPC shall be effected in accordance with Exhibit 3 of the CBA.

22. The parties agree that the rights provided herein and in the CBA and in any addendum hereto and the promise of the Player to play hockey only with the Club, or such other club as provided in Paragraphs 2, 11 and 12, and the Club's right to take pictures of and to televise the Player as provided in Paragraph 8 of this SPC have all been taken into consideration in determining the Paragraph 1 Salary payable to the Player.

23. It is severally and mutually agreed that this SPC and the CBA contain the entire agreement between the parties and there are no oral or written inducements, promises or agreements except as provided herein.

In Witness Whereof, the parties have signed this _____ day of _____ A.D.20____.

Witnesses:

San Jose Sharks
Club

525 W. Santa Clara St., San Jose, CA 95113
Address of Club

By:

Doug Wilson, EVP and General Manager

Evander Kane

8447 Isabel Place, Vancouver, BC V6P 6R8
Home Address of Player

I hereby certify that I have, at this date, received, examined and noted of record the within SPC, and that it is in regular form.

Dated _____, 20____ for the National Hockey League

Les parties ont par les présentes exprimé leur volonté expresse que ce contrat soit rédigé en anglais.

The parties hereby state their expressed wish that this SPC be drafted in the English language.

**SAN JOSE SHARKS
ADDENDUM "A"
ADDENDUM TO NATIONAL HOCKEY LEAGUE
STANDARD PLAYER'S CONTRACT**

This Addendum A is attached to and made part of that certain National Hockey League Standard Player's Contract ("SPC") entered into by and between **SAN JOSE SHARKS, LLC** ("Club") and **EVANDER KANE** ("Player"). The SPC together with this Addendum constitute the "Contract". Any capitalized terms not defined herein shall have the meaning(s) as defined in the SPC, the current Collective Bargaining Agreement between NHL and NHLPA, and/or the League Rules.

I. SIGNING BONUS:

In consideration of the Player entering into and fully performing his obligations under this Contract, the Club agrees to pay the Player the total sum of \$12,000,000 (the "Signing Bonus") payable in installments (each an "Installment") and on the dates as specified in the following table:

<u>Season</u>	<u>Installment</u>	<u>Date</u>
2018-19	\$3,000,000	July 1, 2018
2019-20	\$2,000,000	July 1, 2019
2020-21	\$3,000,000	July 1, 2020
2022-23	\$2,000,000	July 1, 2022
2024-25	\$2,000,000	July 1, 2024

Notwithstanding the foregoing, if at any time during the term of this Contract, Player refuses to perform or otherwise withholds his services from Club, or Player elects to voluntarily retire, or Player materially breaches the Contract in any way, including by being injured in a contractually prohibited endeavor, the Club shall immediately and automatically be relieved of any obligations whatsoever with respect to any unpaid portion of the Signing Bonus, but only during the period of his refusal to perform, material breach, and/or voluntary retirement. Any retirement as a result of illness or injury, with the exception of an injury sustained in the course of Player's participation in an inherently dangerous activity (including without limitation, an injury sustained in violation of Section 7 of the SPC), shall not be deemed refusal to perform, voluntary retirement, or material breach of the Contract for purposes of calculating the Signing Bonus. Furthermore, any withholding of Player's services in the course of a work-stoppage between the NHL and the NHLPA shall not be considered a refusal to perform, voluntary retirement, or material breach of the Contract for purposes of this section.

If, during the term of the Contract, Player returns to play for Club after a period of refusal to perform, material breach, or voluntary retirement, Player will be entitled to begin receiving Installment payments in accordance with the table above, based on the League Year of Player's return to play and, in the event that no Installment payment has been made in the League Year of the Player's return to play, the Player shall be entitled to payment of a portion of the scheduled Installment for the League Year in which he returns to play pro rated on the basis of the formula set out in the paragraph below. The Club shall make any such payment within 15 days of the Player's return to play.

In the event that Club has already paid any Installment to Player for a League Year during which he refuses to perform or withholds his services from Club, or elects to retire, or materially breaches the Contract, Player agrees he will be entitled to keep only a portion of the applicable Installment equal to the product of multiplying the applicable Installment by the ratio of number of days of performing services during the Regular Season

prior to withholding services, retiring, or breaching the Contract to the total number of days of the Regular Season for that League Year. Player shall immediately pay to Club any remaining Installment funds.

For purposes of example only, if Player refused to perform, voluntarily retired, or otherwise materially breached the Contract during the 2018-19 Regular Season and returned to play during that same season after missing 60 days of the 2018-19 Regular Season (assuming 180 day season, Player has 120 days of performance), then the Player would be entitled to \$2,000,000.00. [= \$3,000,000.00 x (120/180)] of the 2018-19 Installment and shall immediately repay Club \$1,000,000.00. The Club would be obligated to make further Installment payments in subsequent League Years.

For purposes of further example, if Player is injured while engaging in an inherently dangerous activity on June 15, 2019 and he returns to play 45 days after the commencement of the 2019-2020 Regular Season (assuming 180 day Regular Season, Player has 135 days of performance), the Player would be entitled to \$1,500,000.00 [= \$2,000,000.00 x (135/180)] of the 2019-2020 Installment, which amount would be paid by the Club within 15 days of his return to play. Player's entitlement to payments made during 2018-2019 League Year would not be affected. The Club would be obligated to make further Installment payments in subsequent League Years.

2. MODIFIED NO-TRADE CLAUSE:

For the period beginning on July 1, 2018 and ending on June 30, 2025, the Club shall not trade the Player; provided that for each of the 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 League Years, the Player shall provide to the Club a written list of three (3) NHL Member Clubs to which the Club may trade the Player during the applicable League Year (the "Trade List"). For each such League Year, the Player shall provide the Trade List via email, receipt acknowledgment requested, to the Club's then-current General Manager or Assistant General Manager of record no later than 5:00 PM Pacific Time on June 30 of the immediately preceding League Year. In the event the Player fails to provide the Trade List in a timely manner for any such League Year, the most recently submitted Trade List shall remain in effect for such League Year. If the Player never submits a Trade List, the Club shall have the right to trade the player to any NHL Member Club of its choosing.

3. MISCELLANEOUS

a. Governing Law. This Contract will be governed and construed in accordance with the laws of the State of California without regard to conflict of law principles. Subject to the League Rules, any and all actions arising out of this Contract shall be instituted and maintained in a court of competent jurisdiction in Santa Clara County, California.

b. Withholding. All payments made under the Contract shall be in United States Dollars and shall be subject to required withholdings pursuant to federal, state, local, and other applicable income tax laws, regulations, and rulings and such withholdings or source deductions shall be made by the Club in accordance with its then-current payroll policies and practices.

ACCEPTED AND AGREED TO:

By: _____
Evander Kane
Player

ACCEPTED AND AGREED TO:

By: _____
Doug Wilson, General Manager
for San Jose Sharks, LLC

OK (DA) 05-25-18

EXHIBIT I
STANDARD PLAYER'S CONTRACT

IMPORTANT NOTICE TO PLAYER

Before signing this Standard Player's Contract ("SPC") you should carefully examine it to be sure that all terms and conditions agreed upon have been incorporated herein, and if any has been omitted, you should insist upon having it inserted in the SPC before you sign.

MAY 25 2018 8:39
NATIONAL HOCKEY LEAGUE
STANDARD PLAYER'S CONTRACT
(2013 FORM)
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BETWEEN San Jose Sharks
Hereinafter called the "Club," a member of the National Hockey League, hereinafter called the "League"

AND Evander Kane
hereinafter called the "Player"

State/Province/Country
of Vancouver in BC of CANADA

In consideration of the respective obligations herein and hereby assumed, the parties to this SPC severally agree as follows:

I. The Club hereby employs the Player as a skilled hockey Player for the term of seven (7) League Year(s) commencing the later of July 1, 2018 or upon execution of this SPC and agrees, subject to the terms and conditions hereof, to pay the Player a salary of _____ US Dollars (\$_____).

2018/19: Six Million Dollars-----	\$6,000,000
2019/20: Six Million Dollars-----	\$6,000,000
2020/21: Three Million Dollars -----	\$3,000,000
2021/22: Seven Million Dollars-----	\$7,000,000
2022/23: Five Million Dollars-----	\$5,000,000
2023/24: Six Million Dollars-----	\$6,000,000
2024/25: Four Million Dollars-----	\$4,000,000

following the dates of reporting, whichever is later (provided that the pay period shall not close more than three (3) days prior to payroll dates); provided, however, that if the Player is not in the employ of the Club for the whole period of the Club's NHL Regular Season Games, then he shall receive only part of such Paragraph 1 Salary in the ratio of the number of days of actual employment to the number of days of the NHL Regular Season.

And it is further mutually agreed that if the SPC and rights to the services of the Player are loaned or otherwise transferred to a club in another league, the Player shall only be paid at an annual salary rate of

2018/19:	N/A	Dollars-----in the AHL
2019/20:	N/A	Dollars-----in the AHL
2020/21:	N/A	Dollars-----in the AHL
2021/22:	N/A	Dollars-----in the AHL
2022/23:	N/A	Dollars-----in the AHL
2023/24:	N/A	Dollars-----in the AHL
2024/25:	N/A	Dollars-----in the AHL

2. The Player agrees to give his services and to play hockey in all NHL Games, All Star Games, International Hockey Games and Exhibition Games to the best of his ability under the direction and control of the Club in accordance with the provisions hereof.

The Player further agrees,

- (a) to report to his Club's Training Camp at the time and place fixed by the Club, in good physical condition.
- (b) to keep himself in good physical condition at all times during the season.
- (c) to give his best services to the Club and to play hockey only for the Club unless his SPC is Assigned, Loaned or terminated by the Club.
- (d) to co-operate with the Club and participate in any and all reasonable promotional activities of the Club which will in the opinion of the Club promote the welfare of the Club and to cooperate in the promotion of the League and professional hockey generally.
- (e) to conduct himself on and off the rink according to the highest standards of honesty, morality, fair play and sportsmanship, and to refrain from conduct detrimental to the best interest of the Club, the League or professional hockey generally.

3. In order that the Player shall be fit and in proper condition for the performance of his duties as required by this SPC and the Agreement, the Player agrees to report for practice at such time and place as the Club may reasonably designate and participate in such Exhibition Games as may be arranged by the Club.

4. The Club may from time to time during the continuance of this SPC establish reasonable rules governing the conduct and conditioning of the Player, and such reasonable rules shall form part of this SPC and the Agreement as fully as if herein written. For violation of any such rules

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In Witness Whereof, the parties have signed this 24 day of May A.D.2018.

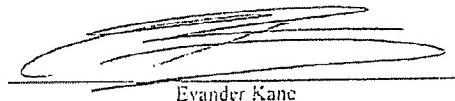
Witnesses:

San Jose Sharks
Club

525 W. Santa Clara St., San Jose, CA 95113
Address of Club

By:

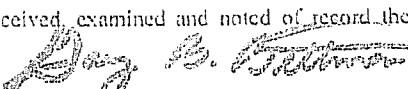

Doug Wilson, EVP and General Manager


Evander Kane

8447 Isabel Place, Vancouver, BC V6P 6R8
Home Address of Player

I hereby certify that I have, at this date, received, examined and noted of record the within SPC, and that it is in regular form.

Dated MAY 25 2018 .20 _____


for the National Hockey League

Les parties ont par les présentes exprimé leur volonté expresse que ce contrat soit rédigé en anglais.

The parties hereby state their expressed wish that this SPC be drafted in the English language.

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SAN JOSE SHARKS
ADDENDUM "A"
ADDENDUM TO NATIONAL HOCKEY LEAGUE
STANDARD PLAYER'S CONTRACT

This Addendum A is attached to and made part of that certain National Hockey League Standard Player's Contract ("SPC") entered into by and between SAN JOSE SHARKS, LLC ("Club") and EVANDER KANE ("Player"). The SPC together with this Addendum constitute the "Contract". Any capitalized terms not defined herein shall have the meaning(s) as defined in the SPC, the current Collective Bargaining Agreement between NHL and NHLPA, and/or the League Rules.

I. SIGNING BONUS:

In consideration of the Player entering into and fully performing his obligations under this Contract, the Club agrees to pay the Player the total sum of \$12,000,000 (the "Signing Bonus") payable in installments (each an "installment") and on the dates as specified in the following table

Season	Installment	Date
2018-19	\$1,000,000	July 1, 2018
2019-20	\$2,000,000	July 1, 2019
2020-21	\$3,000,000	July 1, 2020
2022-23	\$2,000,000	July 1, 2022
2024-25	\$2,000,000	July 1, 2024

Notwithstanding the foregoing, if at any time during the term of this Contract, Player refuses to perform or otherwise withdraws his services from Club, or Player elects to voluntarily retire, or Player materially breaches the Contract in any way, including by being injured in a contractually prohibited endeavor, the Club shall immediately and unconditionally be relieved of any obligations whatsoever with respect to any unpaid portion of the Signing Bonus, but only during the period of his refusal to perform, material breach, and/or voluntary retirement. Any retirement as a result of illness or injury, with the exception of an injury sustained in the course of Player's participation in an inherently dangerous activity (including without limitation, an injury sustained in violation of Section 7 of the SPC), shall not be deemed refusal to perform, voluntary retirement, or material breach of the Contract for purposes of calculating the Signing Bonus. Furthermore, any withholding of Player's services in the course of a work-stoppage between the NHL and the NHLPA shall not be considered a refusal to perform, voluntary retirement, or material breach of the Contract for purposes of this section.

If, during the term of the Contract, Player returns to play for Club after a period of refusal to perform, material breach, or voluntary retirement, Player will be entitled to begin receiving Installment payments in accordance with the table above, based on the League Year of Player's return to play and, in the event that no Installment payment has been made in the League Year of the Player's return to play, the Player shall be entitled to payment of a portion of the scheduled Installment for the League Year in which he returns to play pro rated on the basis of the formula set out in the paragraph below. The Club shall make any such payment within 15 days of the Player's return to play.

In the event that Club has already paid any Installment to Player for a League Year during which he refuses to perform or withdraws his services from Club, or elects to retire, or materially breaches the Contract, Player agrees he will be entitled to keep only a portion of the applicable Installment equal to the product of multiplying the applicable Installment by the ratio of number of days of performing services during the Regular Season

Page 1 of 2

NHL CENTRAL REGISTRY

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prior to withholding services, retiring, or breaching the Contract to the total number of days of the Regular Season for that League Year, Player shall immediately pay to Club any remaining installment funds.

For purposes of example only, if Player refused to perform, voluntarily retired, or otherwise materially breached the Contract during the 2018-19 Regular Season and returned to play during that same season after missing 60 days of the 2018-19 Regular Season (assuming 180 day season, Player has 120 days of performance), then the Player would be entitled to \$2,000,000.00, f - \$3,000,000.00 x (120/180) of the 2018-19 Installment and shall immediately repay Club \$1,000,000.00. The Club would be obligated to make further installment payments in subsequent League Years.

For purposes of further example, if Player is injured while engaging in an inherently dangerous activity on June 15, 2019 and he returns to play 45 days after the commencement of the 2019-2020 Regular Season (assuming 180 day Regular Season, Player has 135 days of performance), the Player would be entitled to \$1,500,000.00, f = \$2,000,000.00 x (135/180) of the 2019-2020 Installment, which amount would be paid by the Club within 15 days of his return to play. Player's entitlement to payments made during 2018-2019 League Year would not be affected. The Club would be obligated to make further Installment payments in subsequent League Years.

2. MODIFIED NO-TRADE CLAUSE:

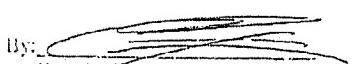
For the period beginning on July 1, 2018 and ending on June 30, 2025, the Club shall not trade the Player; provided that for each of the 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 League Years, the Player shall provide to the Club a written list of three (3) NHL Member Clubs to which the Club may trade the Player during the applicable League Year (the "Trade List"). For each such League Year, the Player shall provide the Trade List via email, receipt acknowledgment requested, to the Club's then-current General Manager or Assistant General Manager of record no later than 5:00 PM Pacific Time on June 30 of the immediately preceding League Year. In the event the Player fails to provide the Trade List in a timely manner for any such League Year, the most recently submitted Trade List shall remain in effect for such League Year. If the Player never submits a Trade List, the Club shall have the right to trade the player to any NHL Member Club of its choosing.

3. MISCELLANEOUS

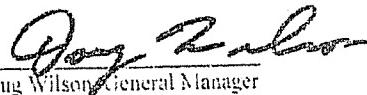
a. Governing Law. This Contract will be governed and construed in accordance with the laws of the State of California without regard to conflict of law principles. Subject to the League Rules, any and all actions arising out of this Contract shall be instituted and maintained in a court of competent jurisdiction in Santa Clara County, California.

b. Withholding. All payments made under the Contract shall be in United States Dollars and shall be subject to required withholdings pursuant to federal, state, local, and other applicable income tax laws, regulations, and rulings and such withholdings or source deductions shall be made by the Club in accordance with its then-current payroll policies and practices.

ACCEPTED AND AGREED TO:

By: 
Evander Kane
Player

ACCEPTED AND AGREED TO:

By: 
Doug Wilson, General Manager
for San Jose Sharks, L.L.C.

NHL CENTRAL REGISTRY

MAY 24 2018 AM 11:47

EXHIBIT “C”

Secured Financial Transaction and Security Agreement
(Centennial Bank Loan No. 1221)

This Secured Financial Transaction and Security Agreement ("Agreement"), having an effective date of September 5, 2018 ("Effective Date"), is hereby entered into by and between Evander Kane, who resides at 8447 Isabel Place, Vancouver, BC, Canada V6P 6R8, and his agents, successors in interest, heirs, executors, representatives, successors and assignors (hereinafter referred to collectively as "Borrower") and Centennial Bank, an Arkansas banking corporation, with a mailing address of P.O. Box 966, Conway, Arkansas 72033, and its representatives, successors and assignors (hereinafter referred to collectively as "Lender"), who hereby agree as follows:

RECITALS

WHEREAS, simultaneous to the execution of this Agreement, Lender is providing a loan ("Loan") to Borrower in the principal amount of \$3,900,000.00 ("Loan Amount"), which is more specifically set forth in the Promissory Note ("Note") also entered on this same date and in the related loan documents (collectively "Loan Documents"). The repayment of the Loan Amount is identified in the repayment terms and schedule set forth in the Note (the "Repayment Amount"). The Note provides evidence of Borrower's indebtedness to Lender and his promise to pay to the Lender the Repayment Amount, in full, under the terms as set forth in this Agreement and the Note; and,

WHEREAS, in order to secure the Repayment Amount due to Lender, Borrower agrees to grant to the Lender a perfected security interest in those payments (including, wages, bonuses, all payments defined as "Compensation" in the NHL Contract (defined below) and any other payments due Borrower) set forth in: (a) that certain National Hockey League Standard Player's Contract ("NHL Contract") by and between the Borrower and the San Jose Sharks, LLC (hereinafter referred to as the "Sharks") dated on or about May 25, 2018, having an effective date of July 1, 2018, and their representatives, successors and assigns, and (b) any other subsequent contract or arrangement pursuant to which the Borrower enters into respective of services performed by Borrower for playing professional hockey (together hereinafter referred to as the "Borrower Contract" or "Borrower's Contract"). These payments are referred to as the "Pledged Payments"; and,

WHEREAS, as a material condition of the Loan, during the term of the Loan, Borrower shall be required to have all of the Pledged Payments electronically deposited directly into a controlled deposit account opened with Lender for the benefit of Borrower, wherein such funds shall be used to pay the Lender its monthly payment due pursuant to the Note, including insurance escrows, and Borrower shall be responsible to maintain a minimum balance necessary to satisfy the monthly obligations each month during the term of the Note; and,

WHEREAS, to the extent of any inconsistency exists between the terms of this Agreement and the Note, the terms of this Agreement shall control.

NOW, THEREFORE, for value received, Borrower and Lender have entered into this Agreement in order to secure (a) the timely repayment of all sums due under the terms of the Note and this Agreement; (b) the performance of all of the Borrower's obligations set forth herein below and in the Note; and (c) the repayment of any and all other agreed-upon liabilities of Borrower to Lender, of any kind of nature, whether direct or indirect, arising by operation of law or otherwise, whether now existing or in the future.



TERMS

A. SCHEDULE OF REPAYMENT.

1. As set forth in the Note, Borrower shall make monthly payments on the Loan, payable in arrears, commencing with the first payment due on September 15, 2018, and each monthly payment due shall thereafter be paid on the 15th day of each consecutive month thereafter through the Maturity Date. The amount of each monthly payment, and the breakdown of the amounts applied toward principal and/or interest, is specifically set forth on the Loan Amortization Schedule attached as Exhibit "A" hereto, which is identical to Exhibit "A" to the Note. In particular, each monthly payment due is identified under the "Repayment Amount" category on Exhibit "A." As the interest rate is scheduled to adjust after the 50th month of the term, the monthly payments due pursuant to the Note, and the amounts stated in the "Repayment Amount" category on Exhibit "A," will likely be adjusted at that time (unless the variable rate is the same as the existing rate).
2. It is noted that, with the exception of the payment due July 15, 2024, the regularly scheduled monthly payments due on the 15th day of May through October each year, rather than paid during those months, shall be paid during the preceding 15th day of November through April, as stated under the "Repayment Amount" on Exhibit "A." Further, in addition to the monthly payments due under the "Repayment Amount" set forth on Exhibit "A," Borrower shall further be required to pay the amounts due for the insurance escrows, on the 15th day of each November through April, in the amounts identified under the "Insurance Escrow" category on Exhibit "A." Accordingly, Borrower's monthly payments due pursuant to the Loan shall be the aggregate of the amounts due under the "Repayment Amount" and Insurance Escrow" categories on Exhibit "A" (subject to any adjustments made after the 50th month of the term).
3. Notwithstanding anything to the contrary stated herein or in the Note, in the event the NHL Contract is Terminated prior to the final scheduled payment due April 15, 2025, Borrower shall be required to make a final balloon payment to Lender in an amount equal to the remaining principal balance, plus all accrued interest, advances and all other fees then due, within five (5) calendar days of the date of the Termination as defined in the NHL Contract. In the event the Maturity Date remains April 15, 2025, the entire remaining principal balance of this Note, plus all accrued but unpaid interest, advances and fee shall be due and payable in full as a final payment on the Maturity Date.
4. All payments made pursuant to the Note shall be credited first to accrued interest on the unpaid balance, next to the payment of principal, then to late fees and other fees charged on the account, and lastly to the repayment of any monies paid by Lender for the protection of the collateral securing the Note; however, in the event any default in the Note or this Agreement, Lender may, at its sole discretion, and in such order as it may choose, apply any payment to interest, principal, protection of the collateral securing the Note and/or lawful charges and expenses then accrued.

B. BORROWER'S OBLIGATIONS UNDER THIS AGREEMENT

1. As consideration for Lender extending the Loan to Borrower, Borrower shall pay to the Lender the fees and costs identified on the **Closing Statement** that is included in the Loan Documents, wherein said fees and costs shall be added to and reflected in the repayment amount set forth in this Agreement. Borrower agrees and acknowledges that the above fees are not and should not be construed to be interest for any purpose.
2. At Closing, as part of the other closing costs and fees, Lender shall receive from Borrower an interest reserve in the amount of \$28,870.83, and said funds shall be applied toward Borrower's



initial two (2) monthly interest-only payments due September 15, 2018 and October 15, 2018; and (b) an interest reserve in the amount of \$7,041.67, which is equal to 10 days of interest payments at the initial non-default interest rate.

3. As a condition to the Lender disbursing to Borrower the proceeds of the Loan, Borrower agrees to authorize the Sharks or any future contract holder to electronically deposit into a designated account (the "designated account") the Pledged Payments that would otherwise be paid directly to Borrower by the Sharks, or any future contract holder, under the terms of the NHL Contract and/or Borrower's Contract, until such time that the Lender receives the full repayment amount agreed to by Borrower and as set forth under the terms of this agreement. Such authorization shall be in the form of an "Automatic Payment Authorization Form" attached hereto and made a part hereof, and said payments shall be made no later than five (5) calendar days after each of the scheduled payment dates set forth on Exhibit "A." Failure to timely make any of the required scheduled payments as set forth herein and in the Note shall be deemed an event of default.
4. Borrower agrees to allow Lender to directly provide to the Sharks, or any future contract holder, Borrower's financial institution information and account and routing numbers, as well as any other relevant instructions for the designated account, so the Sharks may directly deposit the Pledged Payments in accordance with subparagraph 3, above.
5. Borrower shall notify Lender, in writing, when there is any change in Borrower's health status that could affect the Borrower contract.
6. Borrower shall immediately notify Lender if there is any change in the Borrower's contact information including, but not limited to, a change of address, telephone number, or email address.
7. Borrower shall immediately notify Lender of a Termination of the NHL Contract within one (1) business day of Borrower receiving a Notice of Termination or one (1) business day of Borrower providing a Notice of Termination of the NHL Contract. Borrower acknowledges his obligation to satisfy in full the remaining principal, interest and fees due pursuant to the Note within five (5) calendar days of a Termination of the NHL Contract if such termination occurs prior to the final scheduled payment due date of April 15, 2025.
8. Borrower agrees to provide Lender with notice of any changes to the Borrower's contract within two (2) business days of such change, including, but not limited to, any notices of default, notices of retirement, changes in terms or any other changes, and during that same time period, shall provide Lender with a copy of any notice and/or revised or amended contract.
9. Borrower agrees that the loan amount shall not be funded to Borrower unless and until Borrower executes and delivers to the Lender the Note and other Loan Documents required to be delivered to lender hereunder.
10. Lender shall be authorized and empowered to debit the designated account and any securities account by an automated clearinghouse (ACH) transaction, for the purpose of making the payments required under this Agreement and the Note as set forth on Exhibit "A," including any other payments due or to become due pursuant to this Agreement and the Note.

C. BORROWER'S REPRESENTATIONS AND WARRANTIES AND GRANTING OF A SECURITY INTEREST

1. Borrower warrants and represents that he owns all rights, title and interest in and to the Borrower Contract and is entitled to all of the benefits afforded to it and to the Borrower Contract, including, but not limited to, any and all payments to be made to Borrower thereunder and Borrower further acknowledges the Borrower is hereby granting a perfected security interest in into the Pledged Payments in order to satisfy the repayment amount on the terms as set forth in this Agreement.
2. Borrower warrants and represents that, in addition to the Loan from Lender, he recently obtained financing from California Bank & Trust ("CB&T"), for a loan in the principal amount of \$4,250,000.00 (56 month term) ("CB&T Loan"), and is scheduled to obtain another loan from another institution in the principal amount of around \$4,550,000.00 (80 month term) (hereinafter the "Other Institutional Loan" or the "OI Loan"). The aggregate funds received from the Loan, the CB&T Loan and the Other Institutional Loan shall predominantly be used to pay off four existing loans Borrower has with other lenders, resulting in Borrower having the Loan, CB&T Loan and OI Loan.
3. Borrower warrants and represents that the CB&T Loan and the OI Loan are both structured similarly to the Loan herein, wherein monthly payments on those loans shall be paid directly by from the Sharks or any other subsequent hockey club.
4. With the exception of the CB&T Loan and the OI Loan, Borrower's Contract and Pledged Payments are free and clear of any liens, judgments and or security interests.
5. Borrower warrants and represents that, with the exception of the CB&T Loan and the OI Loan, he has not entered into or granted, and will not enter into or grant during the term of this Loan, any security interest, and has not permitted the filing or attachment of any security interests, and will not permit the filing or attachment of any security interests during the term of the Loan, on or affecting any of the Collateral that, directly or indirectly, secures the repayment of Borrower's Loan and Promissory Note unless first approved in writing by Lender.
6. Borrower warrants and represents that, subject to the CB&T Loan and the OI Loan he has the unrestricted right to assign to the Lender any portion of the Borrower's Contract, including the Pledged Payments and Borrower has not previously assigned, sold or otherwise transferred any portion of the Borrower Contract to the pledged payments, in whole or in part, to any other party, including the granting of any liens and or judgments if applicable except as set forth in this Agreement.
7. Borrower warrants and represents that he has a legal capacity and the mental competency to execute this Agreement and shall perform all obligations set forth within the terms of this agreement and that it is doing so voluntarily and of its own free will.
8. Borrower warrants and represents that he is under no contractual obligations or other restrictions that are adverse to the Lender with regard to the terms of this Agreement, the Borrower's Contract, or the Pledged Payments.
9. Borrower warrants and represents that the execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated in this Agreement, does not violate any laws, rules, regulations, order, or other agreement or instrument.



10. Borrower warrants and represents that there are no bankruptcies or insolvency proceedings in progress or in prospect, either personally, or with regard to any entity owned, in whole or in part, that could affect the repayment amount or Lender's interest in the repayment amount.
11. Borrower warrants and represents that he is not subject to any legal proceeding that could in anyway adversely affect the terms of this Agreement or pledged payments, and or Borrower's right, title, or interest in the Borrower's Contract or the Pledged Payments. Borrower further warrants that the Borrower contract has not been and is not in jeopardy of being subject to a levy or any other type of adverse interest.
12. Borrower warrants and represents that the information he has provided to the Lender prior to the execution of this Agreement is true, accurate, and complete. Borrower further acknowledges that the Lender has relied and will continue to rely on this information in acquiring, protecting and otherwise dealing with the terms of this Agreement.
13. Borrower warrants and represents that he has not engaged in any acts or conduct or made any omissions that could potentially result in Lender receiving less than the full amount of the Repayment Amount and there are no other parties that hold a similar interest in the Borrower's Contract or the Pledged Payments except as set forth in this agreement.
14. Borrower warrants and represents that he has paid all federal state and local taxes or has made adequate and acceptable terms for any tax payment due with the appropriate tax agency responsible for accepting such payment.
15. Borrower warrants and represents that there are no outstanding tax liens or judgments against the Borrower, liens owed by them to any county, city or state government entity, or other liens owed to the United States government, or other person or entity for any social service or other benefit that Borrower has received and is obligated to pay, including but not limited to child support or alimony.
16. This Agreement constitutes Borrower's legal, valid and binding obligation and is legally enforceable in a court of law and that the Agreement is binding upon Borrower, his successors and assigns.

D. BREACH BY BORROWER

A Breach of this agreement shall occur, upon one or more of the following events:

1. Borrower makes a material misrepresentation or false statement in this Agreement or in any financial documentation provided to Lender.
2. Borrower voluntarily files for bankruptcy, or in involuntary bankruptcy is filed against him;
3. Borrower incurs any federal, state or other tax lien or judgment;
4. Borrower fails to stay current in any federal, state or other tax payment due;
5. Borrower or the Pledged Payments become the subject of a civil lien and or civil judgment;



6. Borrower becomes indebted to any present or former spouse for support, maintenance or similar obligations, or becomes indebted to any child or to a guardian of any child for any child support or similar payments;
7. Borrower is convicted of a felony involving a crime of fraud theft perjury or other moral turpitude;
8. Borrower engages in any other action or behavior that, in the sole opinion of the Lender, could create a default under the Borrower contract, or encumber the Pledged Payments; or
9. Borrower becomes in default or suffers a default under any provision of the Note or this Agreement.

E. MISCELLANEOUS PROVISIONS

1. NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, IT SHALL BE AN IMMEDIATE DEFAULT OF THIS AGREEMENT, THE NOTE AND LOAN DOCUMENTS IF BORROWER, DIRECTLY OR INDIRECTLY, TAKES ANY ACTION, OR FAILS TO TAKE ANY ACTION, THAT RESULTS IN THE PLEDGED PAYMENTS BEING NO LONGER ELECTRONICALLY DEPOSITED DIRECTLY INTO THE DEPOSIT ACCOUNT REFERENCED HEREIN ABOVE AT ANYTIME PRIOR TO THE SATISFACTION OF THE FULL BALANCE DUE UNDER THE NOTE. UPON SUCH IMMEDIATE DEFAULT AS DESCRIBED HEREIN, LENDER SHALL HAVE THE RIGHT TO ACCELERATE THE FULL BALANCE DUE, EXECUTE ON THE BALANCE DUE, AND SHALL FURTHER HAVE THE RIGHT TO DISBURSE TO LENDER AND APPLY TOWARD THE LOAN BALANCE ALL AMOUNTS HELD IN THE DEPOSIT ACCOUNT. NO NOTICE SHALL BE REQUIRED TO BE PROVIDED BY LENDER TO BORROWER UNDER SUCH IMMEDIATE DEFAULT.
2. Borrower and Lender agree that, in addition to any other legal rights and remedies available to Lender for any breach by the Borrower, Lender shall be entitled to enforce Borrower's obligations hereunder by court injunction, or court ordered affirmative action, which injunction or ordered action they also serve to restrain a future breach of this Agreement if there are reasonable grounds to believe that such a breach is threatened.
3. If Borrower breaches this Agreement, Lender may terminate its obligations under this Agreement and shall immediately be entitled to the full payment of the repayment amount, plus interest calculated at the highest non-usurious rate permitted by the laws of the State of Florida.
4. In the event of any material change in the Borrower's Contract, including, but not limited to, the termination of the Borrower's Contract, any material violation by Borrower of the Borrower's Contract, the suspension of Borrower by the National Hockey League, the Sharks or any future contract holder, or the withholding of Compensation as described in the NHL Contract, all payments under the Note and any payments due under this Agreement shall be immediately due and payable by the Borrower to Lender.
5. In the event of a breach by Borrower under this Agreement, Borrower shall pay to the Lender all fees, cost and expenses incurred by the lender, including Lender's reasonable attorney's fees, incurred by Lender to enforce the terms of this Agreement.
6. During the entire term of the Loan and the Promissory Note, Borrower shall be required to maintain a Death & Disgrace insurance policy naming Lender as the insured or primary beneficiary, with said policy being issued by an insurance company acceptable to Lender, with a policy limit in an



amount no less than the then outstanding principal balance of the Note. Borrower shall be required to provide Lender with written confirmation of such policy on an annual basis. Borrower authorizes the Bank the right to automatically debit the Loan Account for all insurance premiums and related other charges associated with the Death & Disgrace insurance policy. Borrower acknowledges that the Lender will collect payments from Borrower to hold in escrow for the Insurance premiums set forth herein, in the amounts stated under the "Insurance Escrow" category on Exhibit "A." Borrower further acknowledges that the amounts shown in the "Insurance Escrow" category are only estimates, and if the insurance premiums are greater than the aggregate amount collected by Lender, Borrower shall be required to remit to Lender additional funds to satisfy the shortfall.

7. During the entire term of the Loan, Borrower shall not be permitted to obtain unsecured debt exceeding \$100,000.00 or secured debt exceeding \$100,000.00 without the prior written consent of the Lender.
8. On an annual basis, Borrower shall deliver to Lender his individual U.S. and Canadian federal (and any state or province) income tax returns within 10 days of each said return being filed. Additionally, should any extensions on filing these returns be sought, Borrower shall provide Lender a copy of any such signed extensions.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement effective on the 5th day of September 2018.

BORROWER:

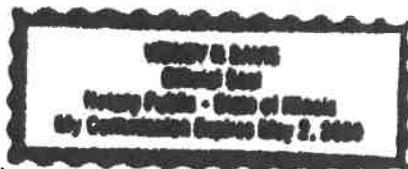


Evander Kane

STATE OF IL
COUNTY OF COOK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Evander Kane, who is: either personally known to me or ✓ has produced Passport as identification.

WITNESS by hand and official seal in the County and State last aforesaid this 5th day of September 2018.




NOTARY PUBLIC
Print Name: Neely N Davis
My commission expires: 5/2/2020

(remainder of page left blank – Lender's signature page to follow)



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Illinois
County of Cook } ss.

On this the 5th day of September, 2018, before me,
Wendy N Davis, Name of Notary Public,
personally appeared Elvander Wayne,
Name(s) of Signer(s)

personally known to me - OR -
 proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to
me that he/she/they executed the same for the
purposes therein stated.

WITNESS my hand and official seal.



Signature of Notary Public

Wendy N Davis

5/21/2020

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this
information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

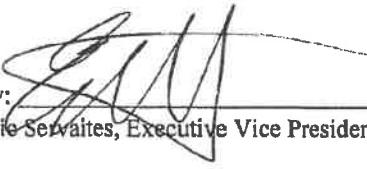
Title or Type of Document: Secured Financial Transaction and Security Agreement
Document Date: 9/5/2018 Number of Pages: 8

Signer(s) Other Than Named Above: N/A

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #25936

LENDER:

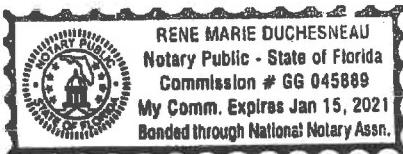
CENTENNIAL BANK
An Arkansas banking corporation

By: 
Eric Servaites, Executive Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before by Eric Servaites, as Executive Vice President of Centennial Bank, an Arkansas banking corporation, who does freely and voluntarily under authority duly vested in him by said company. He is: either personally known to me or _____ has produced as identification.

WITNESS by hand and official seal in the County and State last aforesaid this 10 day of September 2018.



NOTARY PUBLIC
Print Name: Rene Marie Duchesneau
My commission expires: 1/15/21

(remainder of page left blank - Exhibit "A" to follow)

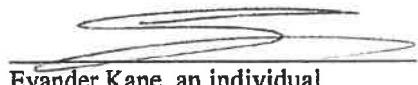
EXHIBIT “D”

FLORIDA AGREEMENT TO WAIVE GARNISHMENT PROTECTION

Loan Number [REDACTED] 1221

IF YOU PROVIDE MORE THAN ONE-HALF OF THE SUPPORT FOR A CHILD OR OTHER DEPENDENT, ALL OR PART OF YOUR INCOME IS EXEMPT FROM GARNISHMENT UNDER FLORIDA LAW. YOU CAN WAIVE THIS PROTECTION ONLY BY SIGNING THIS DOCUMENT. BY SIGNING BELOW, YOU AGREE TO WAIVE THE PROTECTION FROM GARNISHMENT.

Borrower:



Evander Kane, an individual

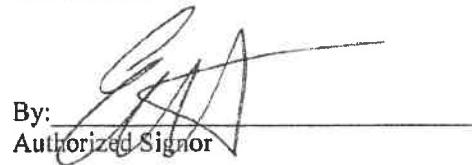
Sep 5/18

Date

I have fully explained this document to the consumer.

Lender:

Centennial Bank

By: 

Authorized Signor

9/10/18

Date

EXHIBIT “E”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
CASE NO.: 21-50028-SLJ
Chapter 7

4 In re
5 EVANDER FRANK
6 Debtor.

RULE 2004
EXAMINATION AND
DUCES TECUM
DEPOSITION OF: **EVANDER FRANK KANE**

TAKEN: Pursuant to Notice by
Counsel for Centennial Bank

DATE: March 24, 2021

TIME: 2:01 p.m. to 5:14 p.m. (EST)

LOCATION: Zoom videoconference

REPORTED BY: Melanie Keefe, FPR
Notary Public
State of Florida at Large

1 APPEARANCES: ANDREW J. GHEKAS, ESQUIRE
2 Anthony & Partners, LLC
3 100 South Ashley Drive
Suite 1600
Tampa, Florida 33602

4 Attorney for Centennial Bank

5 STEPHEN D. FINESTONE, ESQUIRE
6 Finestone Hayes LLP
7 456 Montgomery Street
20th Floor
San Francisco, California 94104

8 Attorney for the Debtor

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REGENCY REPORTING SERVICE, INC. (813)224-0224

1 A. Yes.

2 Q. And is that still what your monthly expenses are?

3 A. I'm not sure exactly the amount.

4 Q. Are you able to estimate whether or not it's gone
5 down or higher?

6 A. I'm not at this time, no.

7 Q. Mr. Kane, other than your player's contract, do
8 you have any other source of income?

9 A. No.

10 Q. The -- so the -- the monthly expenses that is
11 reflected here, I know you were asked a number of questions
12 regarding it at the 341, so I don't want to repeat all of
13 those. My -- my one question is did you pay these expenses
14 in January of 2021?

15 A. That amount is -- sorry. I don't understand the
16 question.

17 Q. Yeah. So this says your monthly expenses is this
18 amount, and so I'm just confirming whether or not this
19 amount or something similar to it you paid in January of
20 2021?

21 A. Something similar to that, yes.

22 Q. And also for February 2021?

23 A. I -- I couldn't tell you exactly what I paid at
24 the moment.

25 Q. Would it have been close to this number? Are you

1 able to estimate?

2 A. I'm not able to estimate at this time, no.

3 Q. Well, have you done anything different in your --
4 in your lifestyle that would have caused the monthly
5 expenses to go down any?

6 A. I'm not sure, to be honest.

7 Q. So in January with the season having started, do
8 you recall what your first paycheck was?

9 A. I don't recall exactly, but I believe you have
10 it.

11 Q. Yeah. And I'll -- we can go to that document.
12 It's the January 13, '21, to January 21, '21.

13 MR. FINESTONE: I'm not seeing that, Andrew. Do
14 you? Am I missing it?

15 THE WITNESS: I had trouble too. It's -- it's
16 actually the February ones. See it?

17 MR. FINESTONE: Okay. Okay. Found it. Thank
18 you.

19 Q. So do you have it open?

20 A. I do.

21 Q. Okay. So this shows that this was for the period
22 January 13, 2021, through January 21, 2021, and a pay date
23 of January 29, 2021. So is -- is that standard where you
24 usually get paid a week after the period ends?

25 A. To be honest, I'm unsure on the exact -- how the

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6 I, Melanie Keefe, Court Reporter, certify that I
7 was authorized to and did stenographically report remotely
8 the deposition of EVANDER FRANK KANE; that a review of the
9 transcript was requested; and that the transcript, pages 5
10 through 102, inclusive, is a true and complete record of my
11 stenographic notes.
12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the parties, nor am
15 I a relative or employee of any of the parties' attorney or
16 counsel connected with the action, nor am I financially
17 interested in the action.
18
19
20
21
22
23
24
25

s/Melanie Keefe
Melanie Keefe, FPR
Court Reporter

14 CERTIFICATE OF OATH
15
16 STATE OF FLORIDA)
17 COUNTY OF HILLSBOROUGH)
18
19 I, the undersigned authority, certify that
EVANDER FRANK KANE personally appeared before me remotely
and was duly sworn.
20
21
22
23
24
25

WITNESS my hand and official seal this 8th day of
April, 2021.

s/Melanie Keefe
Melanie Keefe, FPR
Notary Public
State of Florida
My Commission No.: HH055410
Expires: December 9, 2024

REGENCY REPORTING SERVICE, INC. (813)224-0224

EXHIBIT “F”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:)
EVANDER FRANK KANE CH: 7) 21-50028
Debtor.)

)

U.S. Trustee
P.O. Box 4188
Mountain View, CA 94040

February 3, 2021

BEFORE FRODE S. HJELMESET Chapter 7 Trustee

APPEARANCES:

For the Debtor: Stephen Finestone
Finestone Hayes LLP
456 Montgomery St. 20th Fl.
San Francisco, CA 94104

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APPEARANCES: (Continued)

For South River Capital LLC: David B. Rao
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For Loan Shark, LLC: Christopher Ribas

For Hope Parker: Jonathan Lewis

For the United States Trustee: Marta E. Villacorta

Proceedings recorded by electronic sound recording;
transcript produced by The Record Xchange.

1 previously testified that your wife is not employed, and so is
2 there any reason why your wife can't take care of the baby?

3 MR. FINESTONE: Your Honor, I don't think that's
4 really an appropriate question. Ms. Villacorta, I don't think
5 the Debtor is going to answer that.

6 MS. VILLACORTA: Okay. Well, we're going to need
7 documentation with respect to this expense, the \$12,000. So
8 if you could please add that to your list.

9 MR. FINESTONE: Yeah.

10 MS. VILLACORTA: Thank you. Line item number 14.
11 Mr. Kane, the charitable contribution for \$500; what is this
12 expense for?

13 MR. KANE: I don't recall.

14 MS. VILLACORTA: Okay. So again, if you could add
15 this to your list, because we're going to need documentation
16 in support of this expense.

17 And then your vehicle insurance. I just want to
18 confirm, you only have the two Mercedes and then the vehicle
19 insurance is \$600, in connection with the two leased vehicles?

20 MR. KANE: Yes.

21 MS. VILLACORTA: Okay. And so who drives the --
22 okay, so I only have the VIN numbers, and I don't -- so if you
23 could just -- are they both the same model? I don't know, if
24 you could just describe your vehicles, and who uses them?

25 MR. KANE: My wife and I each run one or the other.

C E R T I F I C A T E

I hereby certify that the foregoing is a true and correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

John Buckley

John Buckley, CET-623
Digital Court Proofreader

The First Class Lease®

Type of Lease

 Standard Lease Single Payment Lease

If the Single Payment Lease box is checked above, "Monthly Payment", "Monthly Payments" or "First Monthly Payment" are replaced with the words "Single Lease Payment" throughout this lease and the word "Monthly" in section 6.j. below is deleted.

Vehicle Information

 New Pre-owned VIN W1NYC7HJ7MX3660882021 MERCEDES- G63W4 G63W4 18
Year Make Model Body Style Odometer Reading

Primary Intended Use

 Personal Business, Commercial, or Agricultural Purposes

If no box is checked, or if the Personal box is checked, you agree to use the vehicle for personal, family or household purposes.

Unless otherwise specified, "lease" refers to this Motor Vehicle Lease Agreement; "you", "your", and "yours" refer to the Lessee and any Co-Lessee; "we", "us", and "our" refer to the Lessor and, after the lease is assigned, to DAIMLER TRUST or its successors and assigns; "Assignee" refers to DAIMLER TRUST or its successors and assigns. The "Vehicle Turn-In Fee" is a fee to cover the cost of disposing of the vehicle, commonly referred to as a disposition fee. "Pre-owned" refers to used vehicles. You agree to lease the vehicle from us on the terms and conditions provided for in this lease. The terms and conditions contained in this lease are made on behalf of Lessor and Assignee.

Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery	2. Monthly Payments	3. Other Charges (not part of your Monthly Payment)	4. Total of Payments
(Itemized below)*	Your first Monthly Payment of \$ <u>4353.42</u> is due on <u>11/23/2020</u> , followed by <u>35</u> payments of \$ <u>4353.42</u> due on the <u>23RD</u> of each month. The total of your Monthly Payments is \$ <u>156723.12</u> .	a. Vehicle Turn-In Fee (if you do not purchase the vehicle at Lease End) \$ <u>595.00</u> b. <u>N/A</u> \$ <u>N/A</u> c. Total \$ <u>595.00</u>	(The amount you will have paid by the end of the lease) \$ <u>160194.86</u>

* 5. Itemization of Amount Due at Lease Signing or Delivery

a. Amount Due at Lease Signing or Delivery:

1. First Total Monthly Payment (includes sales/use taxes)	\$ <u>4353.42</u>
2. Capitalized Cost Reduction	+\$ <u>1145.07</u>
3. Acquisition Fee (if not capitalized)	+\$ <u>N/A</u>
4. Sales/Use Taxes	+\$ <u>N/A</u>
5. Refundable Security Deposit	+\$ <u>N/A</u>
6. Registration/Titling Fees	+\$ <u>318.00</u>
7. License Fees	+\$ <u>1299.00</u>
8. Document Processing Fee (not a government fee)	+\$ <u>N/A</u>
9. Electronic Filing Fee (not a government fee)	+\$ <u>N/A</u>
10. California Tire Fees	+\$ <u>8.75</u>
11. REDUCTION TAX	+\$ <u>105.92</u>
12. N/A	+\$ <u>N/A</u>
13. N/A	+\$ <u>N/A</u>
14. Total	= \$ <u>7230.16</u>

b. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net Trade-in Allowance	\$ <u>7230.16</u>
2. Rebates and Noncash Credits	+\$ <u>N/A</u>
3. Amount to be Paid in Cash	+\$ <u>N/A</u>
4. N/A	+\$ <u>N/A</u>
5. Total	= \$ <u>7230.16</u>

7. Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 22500 miles (Mileage Allowance) for the term of this lease, at the rate of 1.00 per mile.9. Purchase Option at End of Lease Term. You have an option to purchase the vehicle ("as is") at the end of the lease term for \$ 107160.00, plus a Purchase Option Fee of \$ 150.00, plus all official fees and taxes. See the Purchase Option section on the back of this lease for more information.

10. Other Important Terms. See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost

Agreed upon value of vehicle as equipped at the time of Lease signing \$ 199999.00

Accessories and optional equipment Lessor agrees to add to the vehicle after lease signing:

(Describe) <u>N/A</u>	+\$ <u>N/A</u>

Total agreed upon value of vehicle: = \$ 199999.00

Other amounts included in the Gross Capitalized Cost:

Acquisition Fee (if capitalized)	+\$ <u>1095.00</u>
Sales/Use Tax	+\$ <u>N/A</u>
License Fees	+\$ <u>N/A</u>
Registration/Titling Fees	+\$ <u>N/A</u>
California Tire Fees	+\$ <u>N/A</u>
Document Processing Fee (not a government fee)	+\$ <u>85.00</u>
Outstanding Prior Credit or Lease Balance on Trade-in	+\$ <u>N/A</u>
Vehicle Included in Gross Capitalized Cost	+\$ <u>N/A</u>
Electronic Filing Fee (not a government fee)	+\$ <u>30.00</u>

Optional Products and Services:

Credit Life Insurance Premium	+\$ <u>N/A</u>
Credit Disability Insurance Premium	+\$ <u>N/A</u>
Charge for Service Contract	+\$ <u>5305.00</u>
Charge for Maintenance Agreement	+\$ <u>2690.00</u>
(Describe) <u>N/A</u>	+\$ <u>N/A</u>

Other:

(Describe) <u>N/A</u>	+\$ <u>N/A</u>
(Describe) <u>N/A</u>	+\$ <u>N/A</u>

Total Gross Capitalized Cost = \$ 209204.00

12. Estimated Official Fees and Taxes

The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of your lease, whether included with your Monthly Payment or assessed otherwise is \$ 18265.27. This is an estimate and the actual total of Official Fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the rates in effect, the value of the vehicle and the garage location of the vehicle at the time the fees and taxes are assessed.

13. Mileage Allowance

The odometer reading in the Vehicle Information section of this lease provides the number of miles existing on the vehicle when you entered this lease ("Existing Miles"). Your Mileage Allowance provided in section 8 refers to miles driven during the Lease Term and does not include the Existing Miles.

If your Mileage Allowance in section 8 above is greater than 22500 "Base Mileage Amount", you have chosen to purchase additional miles for your Mileage Allowance determination. If you have purchased additional miles, then at Lease End, except as provided below, you will be eligible for a credit or refund of 1.00 per mile for any unused additional miles between the Base Mileage Amount and your Mileage Allowance over the term of the lease. You will not receive a refund if the vehicle is destroyed or stolen, you are in default, you purchase the vehicle, or the refund is less than \$1.

14. Missing Records

If you do not return the vehicle's maintenance booklets as provided in the Maintenance section of this lease, you will owe a missing records fee in the amount of \$ N/A.

15. New and Pre-owned Vehicle Warranty

If the vehicle is new, it is covered by a standard new vehicle warranty from the manufacturer.

If the vehicle is pre-owned, it is not covered by a warranty unless indicated by a check in the corresponding box below:

 Remainder of standard new vehicle warranty from manufacturer Pre-owned vehicle warranty from manufacturer Pre-owned warranty from other third-party provider

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

We lease the vehicle to you "AS IS", EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE, AND UNLESS PROHIBITED BY LAW, WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE VEHICLE'S (OR ANY PART OR ACCESSORY THEREOF) CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE; AND WE MAKE NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

16. Optional Insurance and Other Products

You are not required to buy any of the optional insurance or other products listed below to enter into this lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless you are accepted by the provider. By your initials below, you agree that you have received a notice of the terms and cost of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer). These coverages are not provided by the Lessor. You must pursue all matters related to these coverages, including refunds, through the provider. The terms and conditions for these coverages are provided in a separate contract, which you acknowledge that you have received and read.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

 Credit Life Provider: N/AInitial Coverage: \$ N/A Prem.: \$ N/ALessee/Co-Lessee Initials: N/A Credit Disability Provider: N/AMaximum Mo. Benefit: \$ N/A Prem.: \$ N/ALessee/Co-Lessee Initials: N/A Service Agreement Provider: MBZ / PPM / MBUSACoverage is for 24 months or 20000 miles, whichever happens first.Premium or charge: \$ 2690.00 Lessee/Co-Lessee Initials: N/A Extended Warranty Provider: MBZ / W/T PLUSCoverage is for 36 months or N/A miles, whichever happens first.Premium or charge: \$ 5305.00 Lessee/Co-Lessee Initials: N/A

Important Arbitration Disclosures

award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that we voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

This lease evidences a transaction involving interstate commerce. Any arbitration under this lease shall be governed by the Federal Arbitration Act (9 USC 1, et seq.). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both you and Lessor and Lessor's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

If any clause within this arbitration section, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be severed from this arbitration section, and the remainder of this arbitration section will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire arbitration section will be severed and the remaining provisions of this lease shall be given full force and effect as if the arbitration section of this lease had not been included in this lease.

Additional Disclosures

Gross agreed upon value of trade-in vehicle \$ 155000.00Outstanding prior credit or lease balance on trade-in = \$ 147769.84Net trade-in allowance (if less than -0, enter -0) = \$ 7230.16Initial if applicable: N/A**10-Day Right to Cancel:** We intend to assign this lease to Daimler Trust. You understand that it may take a few days to verify your credit and assign the lease. You agree that if the lease is not accepted for assignment under terms acceptable to us, we have the right to cancel this agreement. Should we elect to cancel, we will give you notice within 10 days of the

Operation and Maintenance

17. Maintenance

You agree to maintain, service and repair the vehicle with genuine Mercedes-Benz replacement parts according to the manufacturer's recommendations and any applicable warranty. You also agree that bodywork and collision repairs will be performed by authorized Mercedes-Benz collision facilities. You will keep the vehicle in good operating condition and return the maintenance booklets with the vehicle. You agree to comply with all vehicle recall notices. You agree to pay for all operating costs including, but not limited to gas, oil, inspection and certification fees, fines, towing, and replacement tires. Lessor will not provide maintenance services unless you agree at your option to buy a separate maintenance agreement.

18. Prohibited Uses of Vehicle

You agree not to use or allow anyone else to use the vehicle: (a) in a way that violates the law or the terms of your insurance policy or that causes cancellation or suspension of any applicable warranty; and (b) to transport goods or people for pay. You also agree not to take the vehicle outside the United States; however, you may take the vehicle to Canada or Mexico for 30 days or less.

Unless the Primary Intended Use is marked as "Business, Commercial, or Agricultural Purposes", you agree that the vehicle will be used primarily for your own personal, family or household use.

You will not change or modify the vehicle's body or interior in any way unless you first get our written consent. If you add parts to the vehicle that cannot be removed without harming the vehicle's usefulness or value, you understand that these parts become our property. We may inspect the vehicle at any reasonable time.

You will not assign or sublease any interest in the vehicle or this lease. You will keep the vehicle and lease free from all liens.

You agree that you and anyone else that uses the vehicle are liable for any injury, death, or damage arising out of the use of the motor vehicle, and that we are not liable for any such injury, death or damage.

Insurance

19. Vehicle Insurance

You agree to provide primary insurance coverage as indicated below during the lease and until the vehicle is returned: (a) liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage; (b) collision insurance for the actual value of the vehicle and with a deductible no higher than \$2,500; (c) comprehensive fire and theft insurance for the actual value of the vehicle and with a deductible no higher than \$2,500; and (d) uninsured motorist coverage as required by law in the state where the vehicle is registered. You may obtain insurance from an insurer of your choice that is reasonably acceptable to us. The insurance policy must name Assignee as additional insured and loss payee and you must provide us with a copy of your policy. If you carry excess or umbrella liability insurance, it will include our interest to the extent provided by law. The policy must require the insurance company to notify us at least 30 days in advance of any changes in coverage or cancellation. You will notify us and our insurance company within 24 hours after any damage, loss, theft, seizure, or impoundment of the vehicle. For claims arising under your insurance that concern physical damage to the vehicle, you appoint us your attorney-in-fact to initiate, settle or release the claim. You authorize us to cash or negotiate checks or drafts or other payments received from your insurance company and endorse your name on such items if you are a payee. You also give us a security interest in any money paid under your insurance.

No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this lease.

20. Total Vehicle Loss/Gap Waiver

If the vehicle is subject to a total loss due to collision, destruction or theft, you will pay us the Gap Amount which is the difference between the Early Termination Liability and the insurance proceeds we receive based on the total loss. We agree to waive the Gap Amount if you had the vehicle insurance required by this lease at the time of total loss, in which case you will pay to us the sum of: (a) all unpaid amounts that are due or past due under this lease; plus (b) the amount of your insurance deductible; plus (c) any other amounts that were subtracted from the vehicle's actual cash value to determine the insurance proceeds we received for the total loss. If this is a single payment lease, you will receive a refund equal to your lease payment divided by your Lease Term (as shown on the front of this lease) times the number of months left in this lease at the time of the loss of the vehicle. If you do not have insurance on the vehicle or your insurance company denies part or all of your claim, you will be in default and will pay us the early termination liability set forth in section 23.

This subsection will not apply and you will be in default if you accept a cash-value settlement from your insurance company without first receiving our consent and forwarding any such settlement to us.

End of Lease

21. Purchase Option

If you purchase the vehicle at any time, you agree to re-register and re-title the vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration.

a. **Scheduled Termination.** At the end of the scheduled Lease Term, you may purchase the vehicle "as is" for the amount set forth in section 9 of this lease plus any lease payments or other amounts due under the lease at the time of termination.

b. **Before Scheduled Termination.** At any time before the scheduled Lease End, you have an option to purchase the vehicle "as is" for the Early Purchase Option Price (described below).

1) **Standard Lease - Early Purchase Option Price.** If this is a Standard Lease as indicated on the front of the lease, the Early Purchase Option Price is the sum of: (a) any lease payments and other amounts due under the lease at the time of termination; plus (b) all fees and taxes assessed on or billed in connection with this lease or the vehicle; plus (c) the Adjusted Lease Balance (explained below); plus (d) the Purchase Option Fee provided in section 9 on the front of this lease.

The **Adjusted Lease Balance** is calculated by reducing the Adjusted Capitalized Cost each month, on each monthly payment due date, by the difference in the base monthly payment and the part of the rent charge earned in that month calculated on a constant yield basis.

2) **Single Payment Lease - Early Purchase Option Price.** If this is a Single Payment Lease as indicated on the front of this lease, the Early Purchase Option Price is: (a) any lease payments and other amounts due under the lease at the time of termination; plus (b) the Purchase Option Fee provided in section 9 on the front of this lease; plus (c) all fees and taxes assessed on or billed in connection with this lease or the vehicle; plus (d) the Residual Value printed on the front of this lease; less (e) the unearned rent charges you paid calculated on a constant yield basis.

22. Return of Vehicle

a. **Scheduled Termination.** If this lease is not terminated early and you do not purchase the vehicle, you will, at Lease End: (1) return the vehicle to us at the time and place we specify at your expense; (2) complete and sign an odometer statement and, if not already signed, the vehicle condition report; (3) pay the following amounts: (a) any amount owed for excess wear and use (explained in section 22.a.2.); plus (b) all unpaid amounts that are due or past due under this lease; plus (c) the vehicle turn-in fee provided on the front of this lease; plus (d) any official fees and taxes related to the scheduled termination; plus (e) the Missing Records Fee in the amount provided on the front of this lease, if any maintenance booklets are not returned with the vehicle. You agree to cooperate in the completion of the condition report, which will be prepared close to or at Lease End. You understand that we may engage a third party to conduct the vehicle inspection and to prepare the condition report.

1) **Failure to Return Vehicle.** If, at Lease End, you do not return the vehicle to us or you do not exercise your option to purchase the vehicle, you will be in default and you must pay the purchase price in section 9 unless we agree to an extension in writing. If this is a Standard Lease, as indicated on the front of this lease, you will pay an amount equal to your Total Monthly Payment provided on the front of this lease for each month, or part thereof, that you retain the vehicle after Lease End until we receive the purchase price, a written extension agreement, or we repossess the vehicle, in which case you will also owe all expenses incurred recovering the vehicle. If this is a Single Payment Lease, as indicated on the front of this lease, you will pay an amount equal to the Total Single Payment divided by the Lease Term for each month, or part thereof, that you retain the vehicle after Lease End until we receive the purchase price, a written extension agreement, or we repossess the vehicle, in which case you will also owe all expenses incurred recovering the vehicle. Our acceptance of any lease payments after Lease End does not give you the right to keep the vehicle and it does not mean that we agree to extend this lease.

2) **Standards for Excess Wear and Use.** Unless you are charged an Early Return of Vehicle Charge determined by Calculation A or C in section 22.b. of this lease, if you do not purchase the vehicle, you agree to pay for excess wear and use. Excess wear and use includes a charge for any miles driven in excess of the Mileage Allowance and the estimated cost of repairs to the vehicle that are the result of excess wear and use, whether or not we actually repair the vehicle, except where limited by law. In addition to miles driven in excess of your Mileage Allowance, excess wear and use includes, but is not limited to: (a) damage to the major driveline components (engine, transmission, differential) not covered by warranty; (b) damage to the electrical system or battery; (c) damage to the frame; (d) missing or broken parts, equipment or accessories, including optional factory equipment, keys or remote keyless entry devices, tool kits, or anything else that was in or on the vehicle when you received it; (e) missing tires, tires that are not equivalent in quality and performance to the original tires, tires on each axle that are not the same size, brand, model, type and speed rating, tires that have sidewall plugs, cuts, exposed cords, or are otherwise damaged, tires that have less than 4/32 inch tread; (f) wheels that are scratched, broken, cracked, or otherwise damaged; (g) non-original equipment manufacturer ("OEM") wheels of lesser quality or value than the vehicle's original OEM wheels, including any such non-OEM wheels installed at your request prior to taking delivery of the vehicle at lease inception; (h) OEM wheels modified from the original factory condition, including modifications performed at your request prior to taking delivery of the vehicle at lease inception; (i) damage to the body, fenders, metalwork, lights, trim or paint, including but not limited to dents or rust; (j) damaged or stained dash, floor covers, seats, or any other part of the interior; (k) non-OEM glass, and nonfunctioning, discolored, or broken glass, including, stars, cracks, holes or plugs; (l) failure to maintain the vehicle according to the manufacturer's specifications and as provided for in this lease; (m) after-market alterations made without our consent; (n) water damage; (o) damage that makes the vehicle run in a noisy, rough, or improper way, or that makes the vehicle unsafe or unlawful; (p) paint, covers, coatings or other alterations to the original finish of the vehicle that change all or any part of the vehicle's color or finish from the original color and finish, including any such alteration performed at your request prior to taking delivery of the vehicle at lease inception; and (q) any other damage to the interior or exterior that is beyond ordinary wear and use.

b. **Early Termination by You.** If you are not in default and you do not purchase the vehicle, you may terminate this lease at any time. If you terminate your lease before the Lease End, you must return the vehicle to us and pay your Early Return of Vehicle Charge (described below).

1) **Standard Lease - Early Return of Vehicle Charge.** If this is a Standard Lease, as indicated on the front of this lease, your Early Return of Vehicle Charge is determined by Calculation A or Calculation B, below, whichever is less:

Calculation A: (1) All unpaid Monthly Payments that have accrued up to the date of termination; plus (2) All other unpaid amounts, other than excess wear and use and mileage charges, due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (3) The Vehicle Turn-In Fee; plus (4) Any amount determined by subtracting the vehicle's then Fair Market Wholesale Value from the Residual Value; less (5) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation B: (1) All monthly Payments not yet due under the lease; plus (2) All unpaid Monthly Payments that have accrued up to the date of termination; plus (3) All other unpaid amounts, due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (4) The Vehicle Turn-In Fee; plus (5) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation C: (1) All unpaid amounts due under the lease, other than excess wear and use and mileage charges (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) Any amount determined by subtracting the vehicle's then Fair Market Wholesale Value from the Residual Value; less (4) any unearned rent charges that you paid, calculated on a constant yield basis. If the Fair Market Wholesale Value exceeds the Residual Value, the excess will be applied as a credit toward your liability. You will not receive a refund for any remaining excess.

Calculation D: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation E: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation F: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation G: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation H: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation I: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation J: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation K: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation L: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation M: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation N: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation O: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation P: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation Q: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation R: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation S: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation T: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation U: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation V: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation W: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation X: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation Y: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation Z: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation AA: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation BB: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation CC: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation DD: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation EE: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation FF: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation GG: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation HH: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

Calculation II: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

CALIFORNIA The approval code is: 12915544
MOTOR VEHICLE LEASE AGREEMENT

DatesThe date of this lease is 11/30/2020The scheduled term of this lease is 36 months ("Lease Term").The scheduled date this lease ends is 11/30/2023 ("Lease End").**Parties****Lessor (Dealer): MERCEDES BENZ OF OAKLAND**Address: 2915 BROADWAY
OAKLAND CA 94611**Lessee:** DEANNA SARA JEAN KANE**Co-Lessee:** EVANDER F KANELessee's 2301 RICHLAND AVEBilling Address: SAN JOSE CA 95125 SANTA CLARA
(Include County)Address of principal garage location, if different from Lessee's Billing Address
(no P.O. Box):N/AN/A

(Include County)

Unless otherwise specified, "lease" refers to this Motor Vehicle Lease Agreement; "vehicle" refers to the vehicle described above; "you", "your", and "yours" refer to the Lessee and any Co-Lessee; "we", "us", and "our" refer to the Lessor and, after the lease is assigned, to DAIMLER TRUST, or its successors and assigns; "Assignee" refers to DAIMLER TRUST or its successors and assigns. The "Vehicle Turn-In Fee" is a fee to cover the cost of disposing of the vehicle, commonly referred to as a disposition fee. "Pre-owned" refers to used vehicles. You agree to lease the vehicle from us on the terms and conditions provided for in this lease. The terms and conditions contained in this lease are made on behalf of Lessor and Assignee.

Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized below)*	2. Monthly Payments Your first Monthly Payment of \$ <u>4557.41</u> is due on <u>11/30/2020</u> , followed by <u>35</u> payments of \$ <u>4557.41</u> due on the <u>30TH</u> of each month. The total of your Monthly Payments is \$ <u>164066.76</u> .	3. Other Charges (not part of your Monthly Payment) a. Vehicle Turn-In Fee if you do not purchase the vehicle at Lease End) \$ <u>595.00</u> b. <u>N/A</u> \$ <u>N/A</u> c. Total \$ <u>595.00</u> \$ <u>168104.35</u>	4. Total of Payments (The amount you will have paid by the end of the lease)
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*** 5. Itemization of Amount Due at Lease Signing or Delivery****a. Amount Due at Lease Signing or Delivery:**

1. First Total Monthly Payment (includes sales/use taxes)	\$ <u>4557.41</u>
2. Capitalized Cost Reduction	+\$ <u>1599.85</u>
3. Acquisition Fee (if not capitalized)	+\$ <u>N/A</u>
4. Sales/Use Taxes	+\$ <u>N/A</u>
5. Refundable Security Deposit	+\$ <u>N/A</u>
6. Registration/Titling Fees	+\$ <u>318.00</u>
7. License Fees	+\$ <u>1368.00</u>
8. Document Processing Fee (not a government fee)	+\$ <u>N/A</u>
9. Electronic Filing Fee (not a government fee)	+\$ <u>N/A</u>
10. California Tire Fees	+\$ <u>8.75</u>
11. REDUCTION TAX	+\$ <u>147.99</u>
12. N/A	+\$ <u>N/A</u>
13. N/A	+\$ <u>N/A</u>
14. Total	-\$ <u>8000.00</u>

b. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net Trade-in Allowance	\$ <u>8000.00</u>
2. Rebates and Noncash Credits	+\$ <u>N/A</u>
3. Amount to be Paid in Cash	+\$ <u>N/A</u>
4. N/A	+\$ <u>N/A</u>
5. Total	=\$ <u>8000.00</u>

7. Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.**8. Excessive Wear and Use.** You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 22500 miles (Mileage Allowance) for the term of this lease, at the rate of 1.00 per mile.**9. Purchase Option at End of Lease Term.** You have an option to purchase the vehicle ("as is") at the end of the lease term for \$ 112440.00, plus a Purchase Option Fee of \$ 150.00, plus all official fees and taxes. See the Purchase Option section on the back of this lease for more information.**10. Other Important Terms.** See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.**11. Itemization of Gross Capitalized Cost**Agreed upon value of vehicle as equipped at the time of Lease signing \$ 210400.00

Accessories and optional equipment Lessor agrees to add to the vehicle after lease signing:

(Describe) N/A	+\$ <u>N/A</u>

Total agreed upon value of vehicle: \$ 210400.00

Other amounts included in the Gross Capitalized Cost:

Acquisition Fee (if capitalized)	+\$ <u>1095.00</u>
Sales/Use Tax	+\$ <u>N/A</u>
License Fees	+\$ <u>N/A</u>
Registration/Titling Fees	+\$ <u>N/A</u>
California Tire Fees	+\$ <u>N/A</u>

Document Processing Fee (not a government fee) +\$ 85.00 |Outstanding Prior Credit or Lease Balance on Trade-in +\$ N/A |Vehicle Included in Gross Capitalized Cost +\$ N/A |Electronic Filing Fee (not a government fee) +\$ 30.00 |

Optional Products and Services:

Credit Life Insurance Premium +\$ N/A |Credit Disability Insurance Premium +\$ N/A |Charge for Service Contract +\$ 5305.00 |Charge for Maintenance Agreement +\$ 2690.00 |(Describe) N/A +\$ N/A |

Other:

(Describe) N/A +\$ N/A |(Describe) N/A +\$ N/A |Total Gross Capitalized Cost = \$ 219605.00 |**12. Estimated Official Fees and Taxes**The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of your lease, whether included with your Monthly Payment or assessed otherwise is \$ 19136.06. This is an estimate and the actual total of Official Fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the rates in effect, the value of the vehicle and the garage location of the vehicle at the time the fees and taxes are assessed.**13. Mileage Allowance**

The odometer reading in the Vehicle Information section of this lease provides the number of miles existing on the vehicle when you entered this lease ("Existing Miles"). Your Mileage Allowance provided in section 8 refers to miles driven during the Lease Term and does not include the Existing Miles.

If your Mileage Allowance in section 8 above is greater than 22500 "Base Mileage Amount", you have chosen to purchase additional miles for your Mileage Allowance determination. If you have purchased additional miles, then at Lease End, except as provided below, you will be eligible for a credit or refund of 1.00 per mile for any unused additional miles between the Base Mileage Amount and your Mileage Allowance over the term of the lease. You will not receive a refund if the vehicle is destroyed or stolen, you are in default, you purchase the vehicle, or the refund is less than \$1.**Important Arbitration Disclosures**

The following arbitration provisions significantly affect your rights in any dispute with us. Please read the following disclosures and the arbitration provision that follows carefully before you sign the contract.

1. If either you or we choose, any dispute between you and us will be decided by arbitration and not in court.

2. If such dispute is arbitrated, you and we will give up the right to a trial by a court or a jury trial.

3. You agree to give up any right you may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant, and you agree to give up any right you may have to consolidate your arbitration with the arbitration of others.

4. The information that can be obtained in discovery from each other or from third persons in arbitration is generally more limited than in a lawsuit.

5. Other rights that you and/or we would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this lease, arbitration section or the arbitrability of any issue), between you and us or any of our employees, agents, successors or assigns, which arises out of or relates to a credit application, this lease, or any resulting transaction or relationship arising out of this lease shall, at the election of either you or us, or our successors or assigns, be resolved by a neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. Whoever first demands arbitration may choose to proceed under the applicable rules of, and be administered by, the American Arbitration Association (www.adr.org) or any other organization that you may choose subject to our approval.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the rules require otherwise, the arbitration

award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that we voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

This lease evidences a transaction involving interstate commerce. Any arbitration under this lease shall be governed by the Federal Arbitration Act (9 USC 1, et seq.). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this provision, both you and Lessor and Lessor's successors and assigns retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

If any clause within this arbitration section, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be severed from this arbitration section, and the remainder of this arbitration section will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire arbitration section will be severed and the remaining provisions of this lease shall be given full force and effect as if the arbitration section of this lease had not been included in this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

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Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance end on the original due date of the last payment due under the lease.

If the price of these coverages is also included in the Itemization of Gross Capitalized Cost, it will

Operation and Maintenance

17. Maintenance

You agree to maintain, service and repair the vehicle with genuine Mercedes-Benz replacement parts according to the manufacturer's recommendations and any applicable warranty. You also agree that bodywork and collision repairs will be performed by authorized Mercedes-Benz collision facilities. You will keep the vehicle in good operating condition and return the maintenance booklets with the vehicle. You agree to comply with all vehicle recall notices. You agree to pay for all operating costs including, but not limited to gas, oil, inspection and certification fees, fines, towing, and replacement tires. Lessor will not provide maintenance services unless you agree at your option to buy a separate maintenance agreement.

18. Prohibited Uses of Vehicle

You agree not to use or allow anyone else to use the vehicle: (a) in a way that violates the law or the terms of your insurance policy or that causes cancellation or suspension of any applicable warranty; and (b) to transport goods or people for pay. You also agree not to take the vehicle outside the United States; however, you may take the vehicle to Canada or Mexico for 30 days or less.

Unless the Primary Intended Use is marked as "Business, Commercial, or Agricultural Purposes", you agree that the vehicle will be used primarily for your own personal, family or household use.

You will not change or modify the vehicle's body or interior in any way unless you first get our written consent. If you add parts to the vehicle that cannot be removed without harming the vehicle's usefulness or value, you understand that these parts become our property. We may inspect the vehicle at any reasonable time.

You will not assign or sublease any interest in the vehicle or this lease. You will keep the vehicle and lease free from all liens.

You agree that you and anyone else that uses the vehicle are liable for any injury, death, or damage arising out of the use of the motor vehicle, and that we are not liable for any such injury, death or damage.

Insurance

19. Vehicle Insurance

You agree to provide primary insurance coverage as indicated below during the lease and until the vehicle is returned: (a) liability insurance with limits of not less than \$100,000 per person for bodily injury, \$300,000 per accident for bodily injury and \$50,000 per accident for property damage; (b) collision insurance for the actual value of the vehicle and with a deductible no higher than \$2,500; (c) comprehensive fire and theft insurance for the actual value of the vehicle and with a deductible no higher than \$2,500; and (d) uninsured motorist coverage as required by law in the state where the vehicle is registered. You may obtain insurance from an insurer of your choice that is reasonably acceptable to us. The insurance policy must name Assignee as additional insured and loss payee and you must provide us with a copy of your policy. If you carry excess or umbrella liability insurance, it will include our interest to the extent provided by law. The policy must require the insurance company to notify us at least 30 days in advance of any changes in coverage or cancellation. You will notify us and your insurance company within 24 hours after any damage, loss, theft, seizure, or impoundment of the vehicle. For claims arising under your insurance that concern physical damage to the vehicle, you appoint us your attorney-in-fact to initiate, settle or release the claim. You authorize us to cash or negotiate checks or drafts or other payments received from your insurance company and endorse your name on such items if you are a payee. You also give us a security interest in any money paid under your insurance.

No physical damage or liability insurance coverage for bodily injury or property damage caused to others is included in this lease.

20. Total Vehicle Loss/Gap Waiver

If the vehicle is subject to a total loss due to collision, destruction or theft, you will pay us the Gap Amount which is the difference between the Early Termination Liability and the insurance proceeds we receive based on the total loss. We agree to waive the Gap Amount if you had the vehicle insurance required by this lease at the time of total loss, in which case you will pay to us the sum of: (a) all unpaid amounts that are due or past due under this lease; plus (b) the amount of your insurance deductible; plus (c) any other amounts that were subtracted from the vehicle's actual cash value to determine the insurance proceeds we received for the total loss. If this is a single payment lease, you will receive a refund equal to your lease payment divided by your Lease Term [as shown on the front of this lease] times the number of months left in this lease at the time of the loss of the vehicle. If you do not have insurance on the vehicle or your insurance company denies part or all of your claim, you will be in default and will pay us the early termination liability set forth in section 23.

This subsection will not apply and you will be in default if you accept a cash-value settlement from your insurance company without first receiving our consent and forwarding any such settlement to us.

End of Lease

21. Purchase Option

If you purchase the vehicle at any time, you agree to re-register and re-title the vehicle in your name no later than 30 days from the time you purchase it. If you fail to do so, we reserve the right to cancel the registration.

a. **Scheduled Termination.** At the end of the scheduled Lease Term, you may purchase the vehicle "as is" for the amount set forth in section 9 of this lease plus any lease payments or other amounts due under the lease at the time of termination.

b. **Before Scheduled Termination.** At any time before the scheduled Lease End, you have an option to purchase the vehicle "as is" for the Early Purchase Option Price (described below).

1) **Standard Lease - Early Purchase Option Price.** If this is a Standard Lease as indicated on the front of the lease, the Early Purchase Option Price is the sum of: (a) any lease payments and other amounts due under the lease at the time of termination; plus (b) all fees and taxes assessed on or billed in connection with this lease or the vehicle; plus (c) the Adjusted Lease Balance (explained below); plus (d) the Purchase Option Fee provided in section 9 on the front of this lease.

The **Adjusted Lease Balance** is calculated by reducing the Adjusted Capitalized Cost each month, on each monthly payment due date, by the difference in the base monthly payment and the part of the rent charge earned in that month calculated on a constant yield basis.

2) **Single Payment Lease - Early Purchase Option Price.** If this is a Single Payment Lease as indicated on the front of this lease, the Early Purchase Option Price is: (a) any lease payments and other amounts due under the lease at the time of termination; plus (b) the Purchase Option Fee provided in section 9 on the front of this lease; plus (c) all fees and taxes assessed on or billed in connection with this lease or the vehicle; plus (d) the Residual Value printed on the front of this lease; less (e) the unearned rent charges you paid calculated on a constant yield basis.

22. Return of Vehicle

a. **Scheduled Termination.** If this lease is not terminated early and you do not purchase the vehicle, you will, at Lease End: (1) return the vehicle to us at the time and place we specify at your expense; (2) complete and sign an odometer statement and, if not already signed, the vehicle condition report; (3) pay the following amounts: (a) any amount owed for excess wear and use (explained in section 22.a.2); plus (b) all unpaid amounts that are due or past due under this lease; plus (c) the vehicle turn-in fee provided on the front of this lease; plus (d) any official fees and taxes related to the scheduled termination; plus (e) the Missing Records Fee in the amount provided on the front of this lease, if any maintenance booklets are not returned with the vehicle. You agree to cooperate in the completion of the condition report, which will be prepared close to or at Lease End. You understand that we may engage a third party to conduct the vehicle inspection and to prepare the condition report.

1) **Failure to Return Vehicle.** If, at Lease End, you do not return the vehicle to us or you do not exercise your option to purchase the vehicle, you will be in default and you must pay the purchase price in section 9 unless we agree to an extension in writing. If this is a Standard Lease, as indicated on the front of this lease, you will pay an amount equal to your Total Monthly Payment provided on the front of this lease for each month, or part thereof, that you retain the vehicle after Lease End until we receive the purchase price, a written extension agreement, or we repossess the vehicle, in which case you will also owe all expenses incurred recovering the vehicle. If this is a Single Payment Lease, as indicated on the front of this lease, you will pay an amount equal to the Total Single Payment divided by the Lease Term for each month, or part thereof, that you retain the vehicle after Lease End until we receive the purchase price, a written extension agreement, or we repossess the vehicle, in which case you will also owe all expenses incurred recovering the vehicle. Our acceptance of any lease payments after Lease End does not give you the right to keep the vehicle and it does not mean that we agree to extend this lease.

2) **Standards for Excess Wear and Use.** Unless you are charged an Early Return of Vehicle Charge determined by Calculation A or C in section 22.b. of this lease, if you do not purchase the vehicle, you agree to pay for excess wear and use. Excess wear and use includes a charge for any miles driven in excess of the Mileage Allowance and the estimated cost of repairs to the vehicle that are the result of excess wear and use, whether or not we actually repair the vehicle, except where limited by law. In addition to miles driven in excess of your Mileage Allowance, excess wear and use includes, but is not limited to: (a) damage to the major driveline components (engine, transmission, differential) not covered by warranty; (b) damage to the electrical system or battery; (c) damage to the frame; (d) missing or broken parts, equipment or accessories, including optional factory equipment, keys or remote keyless entry devices, tool kits, or anything else that was in or on the vehicle when you received it; (e) missing tires, tires that are not equivalent in quality and performance to the original tires, tires on each axle that are not the same size, brand, model, type and speed rating, tires that have sidewall plugs, cuts, exposed cords, or are otherwise damaged, tires that have less than 4/32 inch tread; (f) wheels that are scratched, broken, cracked, or otherwise damaged; (g) non-original equipment manufacturer ("OEM") wheels of lesser quality or value than the vehicle's original OEM wheels, including any such non-OEM wheels installed at your request prior to taking delivery of the vehicle at lease inception; (h) OEM wheels modified from the original factory condition, including modifications performed at your request prior to taking delivery of the vehicle at lease inception; (i) damage to the body, fenders, metalwork, lights, trim or paint, including but not limited to dents or rust; (j) damaged or stained dash, floor covers, seats, or any other part of the interior; (k) non-OEM glass, and nonfunctioning, discolored, or broken glass, including, stars, cracks, holes or plugs; (l) failure to maintain the vehicle according to the manufacturer's specifications and as provided for in this lease; (m) after-market alterations made without our consent; (n) water damage; (o) damage that makes the vehicle run in a noisy, rough, or improper way, or that makes the vehicle unsafe or unlawful; (p) paint, covers, coatings or other alterations to the original finish of the vehicle that change all or any part of the vehicle's color or finish from the original color and finish, including any such alteration performed at your request prior to taking delivery of the vehicle at lease inception; and (q) any other damage to the interior or exterior that is beyond ordinary wear and use.

b. **Early Termination by You.** If you are not in default and you do not purchase the vehicle, you may terminate this lease at any time. If you terminate your lease before the Lease End, you must return the vehicle to us and pay your Early Return of Vehicle Charge (described below).

1) **Standard Lease - Early Return of Vehicle Charge.** If this is a Standard Lease, as indicated on the front of this lease, your Early Return of Vehicle Charge is determined by Calculation A or Calculation B, below, whichever is less:

Calculation A: (1) All unpaid Monthly Payments that have accrued up to the date of termination; plus (2) All other unpaid amounts, other than excess wear and use and mileage charges, due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (3) The Vehicle Turn-In Fee; plus (4) Any amount determined by subtracting the vehicle's then Fair Market Wholesale Value from the Residual Value; less (5) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

2) **Single Payment Lease - Early Return of Vehicle Charge.** If this is a Single Payment Lease, as indicated on the front of this lease, your Early Return of Vehicle Charge is determined by Calculation C or Calculation D, below, whichever is less:

Calculation C: (1) All unpaid amounts due under the lease, other than excess wear and use and mileage charges (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) Any amount determined by subtracting the vehicle's then Fair Market Wholesale Value from the Residual Value; less (4) any unearned rent charges that you paid, calculated on a constant yield basis. If the Fair Market Wholesale Value exceeds the Residual Value, the excess will be applied as a credit toward your liability. You will not receive a refund for any remaining excess.

Calculation D: (1) All unpaid amounts due under the lease (including, but not limited to, all official fees and taxes related to the lease or the vehicle in connection with lease termination); plus (2) The Vehicle Turn-In Fee; plus (3) The amount, if any, for excess wear and use, which includes a charge for excess mileage.

End of Lease (continued)

3) **Fair Market Wholesale Value.** The Fair Market Wholesale Value will be determined in one of the following ways: (a) within 3 days of the scheduled date of disposition, you may obtain, at your own expense, from an independent third party agreeable to both you and us, a professional appraisal of the wholesale value of the vehicle which could be realized at sale. The appraised value shall be final and binding and then used as the Fair Market Wholesale Value; (b) by the amount paid for the vehicle upon disposing of the vehicle in a commercially reasonable manner; (c) if we retain ownership of the vehicle, the wholesale value of the vehicle as specified in the current edition in a recognized used vehicle value guide customarily used by California motor dealers to value vehicles or (d) if the vehicle is subject to a total loss due to collision, destruction or unknown theft as determined by us, the Fair Market Wholesale Value will equal: (i) the amount of any proceeds we receive from your required insurance, plus (ii) the amount of your deductible under such insurance if that amount has been paid to us. If there are no insurance proceeds under (d) above, the Fair Market Wholesale Value will be zero.

23. Default

a. **Early Termination by Us.** We may terminate this lease at any time if you are in default (see section 23.b.), and you must pay us your Early Termination Liability. Your Early Termination Liability equals all expenses related to recovering, obtaining, storing and preparing for sale and selling the vehicle, including, but not limited to, reasonable attorney fees, collection costs, and court costs, to the extent not prohibited by law; plus: (1) if this is a Standard Lease as indicated on the front of this lease, the amount determined by Calculation A in section 22.b.; or (2) if this is a Single Payment Lease as indicated on the front of this lease, the amount determined by Calculation C in section 22.b.

b. **Events of Default.** You will be in default if: (1) you fail to make any payment when due, including any amount required to be paid under the sections of this Lease entitled RETURN OF VEHICLE, Scheduled Termination or Early Termination by you; (2) you break any promise or conditions in the lease or any other agreement with us; (3) you fail to maintain required insurance or you do anything that invalidates your required insurance; (4) you fail to return the vehicle as we specify; (5) you gave false or misleading information to us on your credit application or other document; (6) you die, are declared incompetent, become insolvent, a bankruptcy petition is filed by or against you, or you dissolve active business affairs; (7) the vehicle is seized or levied upon by any government or legal process; (8) the vehicle is destroyed, abandoned, stolen or damaged beyond repair; (9) your driver's license expires or is suspended, revoked, or canceled; or (10) anything else happens that we reasonably believe in good faith endangers the vehicle or your ability to pay.

c. **Remedies for Default.** If you are in default, you will owe your Early Termination Liability provided in section 23.b., and we may take any or all of the following actions: (1) terminate this lease and your rights to the vehicle; (2) take possession of the vehicle without prior demand, unless notice or demand is required by law; (3) take reasonable action to prevent the default or our loss; (4) require you to return the vehicle and any related records; (5) make a claim for insurance, service, maintenance or other optional contract benefits or refunds available on your default and apply such amount to the amount you owe under this lease; or (6) use any remedy we have at law or in equity. You agree to reimburse us for any amounts we choose to pay under this lease that you are required to pay, including amounts we pay to cover your default or enforce our right to the vehicle. You agree that in the event we hire an attorney to collect any amount due or enforce any right or remedy under this Lease, you shall pay our attorney fees and court costs.

If we take possession of the vehicle as provided in section 23.c.2., we may take any personal property in the vehicle. We will hold the personal property for you for 20 days. If you do not pick up the property within that time, we may dispose of it in any manner.

24. Interest on Unpaid Amounts

You understand and agree that upon termination of this lease for any reason, if you do not pay us any amount you owe us upon our demand, in addition to the amount unpaid, you will owe us interest on such amount at the annual rate of 6% (or such lesser maximum rate as applicable law permits).

Additional Information

25. Assignment and True Lease

You understand that this is a true lease and that you do not have equity or other ownership rights in the vehicle unless you purchase it from us. You may not assign, sell, sublease or arrange an assumption of your interests or rights under this lease or in the vehicle without our written permission. You understand that we may assign our rights and obligations under this lease at any time or to anyone, including Daimler Trust, without first notifying you. You agree and grant us permission to provide information about you, the vehicle or this lease to our affiliates at any time, subject to the terms of the Assignee's Privacy Policy. Lessor and its employees are not agents of Assignee and have no authority to obligate Assignee. Mercedes-Benz Financial Services USA LLC ("MBFS"), as the servicing agent for Daimler Trust, has the power to act on Daimler Trust's behalf to administer, enforce and defend this lease. You agree to pay all amounts due under this lease to MBFS or as otherwise directed by MBFS.

26. Late Charges/Returned Payment and Other Fees/Fines and Tickets

If we do not receive the entire amount of your Monthly Payment within 10 days after it is due, you will pay us a late fee of \$50 or 5% of the unpaid amount whichever is less. If any check, draft, order, or other payment instrument is returned to us for any reason, or if any authorized electronic debit is not paid, you will pay us a fee of \$25. You agree to pay all fines and tickets imposed on the vehicle or its driver. If you do not pay such fines or tickets and we pay, you will reimburse us, and pay us an administration fee of \$25 to the extent permitted by law. Unless prohibited by applicable law, you agree to pay a processing fee in connection with any payment you make to us by authorizing us, or a bill payment service, orally or in writing, to write a check on your behalf, use automated clearing house procedures, or use any other commercially accepted practice to make your payment from your checking or other account. The amount of the processing fee will be the amount you agree to, orally or otherwise, at the time you authorize us or the bill payment service to process your payment.

27. Indemnification

You will defend, indemnify and hold harmless Lessor and Assignee from and against any loss and all losses or damages to the vehicle and from all claims, losses, suits, actions, liabilities, costs and expenses (including, but not limited to reasonable attorney fees) related to and/or against the use, operation or condition of the vehicle.

28. Notices/General

We will send notices and correspondence to you at the billing address you provided on this lease. If this address or the garage address changes, you will inform us, in writing, within 30 days of the change. To the extent permitted by law, you give us permission to monitor and record any telephone conversation between you and us. Section headings in this lease are for convenience of reference only and are not part of the lease for any other purpose.

29. Refundable Security Deposit

The Refundable Security Deposit may be used to pay all amounts that you fail to pay under this lease or to satisfy any remedy for Default. Any portion of the Refundable Security Deposit not applied to amounts that you owe will be returned to you after termination of this lease and our determination that the amounts you owed at the end of this lease have been paid. Even if we have refunded to you all or any portion of the Security Deposit, you are still responsible for amounts due and owing after termination of this lease, such as personal property tax. You may not apply any portion of the Security Deposit to a Monthly Payment. You will not earn interest on the Security Deposit. Any interest or monetary benefit to us which may accrue as a result of our retention of the Security Deposit will neither be paid to you nor applied to reduce your obligations under this lease.

30. Modification

Any change to this lease must be in writing and signed by Assignee. However, if permitted by law, extensions, deferrals, or due date changes may be agreed to orally by you and Assignee, and we will send you written confirmation.

31. Enforceability

Each person who signs this lease is jointly and severally liable under this lease and for all payments, whether or not we try to collect from the other signers. We do not have the right to repossess the vehicle to exercise any other rights. We do not give up any of our rights by delaying or failing to exercise them. This lease is subject to the laws of the state where it was signed. This lease is the entire agreement between you and us and is binding on anyone who assumes our interest in it. We are not bound by any statements or representations made by agents or sales people if not contained in this lease. We make no promises regarding any tax benefits to you from leasing. Unless otherwise provided in this lease, if we waive any provision of this lease or if any provision in this lease is held to be unenforceable, void, illegal or otherwise against applicable law, the other provisions shall survive and be enforceable separately from any voided provisions, unless otherwise provided in this lease.

32. Delivery

You accept delivery of the vehicle described in this lease and acknowledge that it is equipped as described, is in good operating order and condition, and has the odometer reading recorded on the front of this lease in the Vehicle Information section.

33. Payment Obligations

You may not change or stop any lease payments for any reason, even if you do not receive an invoice, and even if the vehicle is stolen, destroyed, seized by the government or a court, experiences mechanical problems, or does not satisfactorily perform. If you experience mechanical or other difficulties with the vehicle, you will pursue these issues with the manufacturer.

If any payment received or applied is avoided, set aside, or returned for any reason, including, without limitation, the bankruptcy or insolvency of you or any other payor or person, the indebtedness to which the payment was applied shall for all purposes be deemed to have continued in existence notwithstanding our application of such payment, and the lease shall be enforceable as to that indebtedness as fully as if we had not received or applied the payment.

34. Taxes, Registration and Titling

You agree to title, register and license the vehicle in the state in which it is primarily located. You are aware that the vehicle is to be titled in our name. You must request any power of attorney required from us to title, register, or license the vehicle. You agree to promptly pay all title, registration, license, inspection, testing, personal property taxes, and other fees, taxes and charges imposed by government authorities in connection with the vehicle, this lease, or any amounts due or payable arising from this lease. We may pay any or all license, title and registration costs, fees, charges and taxes

EXHIBIT “G”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
CASE NO.: 21-50028-SLJ
Chapter 7

4 In re
5 EVANDER FRANK
6 Debtor.

RULE 2004
EXAMINATION AND
DUCES TECUM
DEPOSITION OF: **EVANDER FRANK KANE**

TAKEN: Pursuant to Notice by
Counsel for Centennial Bank

DATE: March 24, 2021

TIME: 2:01 p.m. to 5:14 p.m. (EST)

LOCATION: Zoom videoconference

REPORTED BY: Melanie Keefe, FPR
Notary Public
State of Florida at Large

1 APPEARANCES: ANDREW J. GHEKAS, ESQUIRE
2 Anthony & Partners, LLC
3 100 South Ashley Drive
Suite 1600
Tampa, Florida 33602

4 Attorney for Centennial Bank

5 STEPHEN D. FINESTONE, ESQUIRE
6 Finestone Hayes LLP
7 456 Montgomery Street
20th Floor
San Francisco, California 94104

8 Attorney for the Debtor

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REGENCY REPORTING SERVICE, INC. (813)224-0224

1 same document?

2 A. Yes.

3 Q. Okay. So if we just go through the properties
4 you have listed here quickly, we already discussed the 2301
5 Richland Avenue property, and so I'm curious, you purchased
6 this property in August of 2020; correct?

7 A. Correct.

8 Q. And so that was five months prior to filing
9 bankruptcy?

10 A. Yeah, August to January.

11 Q. And so is there a reason why you would purchase a
12 property at the same time that you were in litigation with
13 various creditors regarding debt obligations?

14 A. Sorry. I don't -- what's the question?

15 Q. Is there a reason why you would purchase this
16 property in August of 2020 when you were already in
17 litigation with the inability to service prior debt
18 obligations?

19 MR. FINESTONE: I'm going to object to the
20 question as being argumentative.

21 But you can go ahead and answer it if -- if you
22 can.

23 A. Yeah, I can't really answer that question.

24 Q. If you were in -- were you in litigation because
25 you were unable to pay loan obligations to certain

1 creditors?

2 A. Correct.

3 Q. And with knowing that you were, at the time,
4 unable to service prior debt obligations, what made you
5 believe that you would be able to service a new debt
6 obligation in the form of this loan on the Richland Avenue
7 home?

8 MR. FINESTONE: I'm going to object again to the
9 question being argumentative, but the two things do not
10 connect to one another. You know, it sounds like
11 Centennial is of the opinion Mr. Kane shouldn't have
12 bought the property when he owed them the money, but
13 that's just an argument. That's not -- you know, those
14 two things aren't connected. They can make that
15 argument somehow if they feel that's inappropriate, but
16 -- so that's why I object to the question.

17 Q. Mr. Kane, you can answer if you can.

18 A. I -- there wasn't a thought about it.

19 Q. Okay. Turn to page 2, if you would. The
20 property 3457 West 35th Avenue, Vancouver, British Columbia,
21 do you own -- it says here it's a joint tenant property.
22 Who do you own this property with?

23 A. My mom.

24 Q. And what's your mother's name?

25 A. Sheri.

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6 I, Melanie Keefe, Court Reporter, certify that I
7 was authorized to and did stenographically report remotely
8 the deposition of EVANDER FRANK KANE; that a review of the
9 transcript was requested; and that the transcript, pages 5
10 through 102, inclusive, is a true and complete record of my
11 stenographic notes.
12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the parties, nor am
15 I a relative or employee of any of the parties' attorney or
16 counsel connected with the action, nor am I financially
17 interested in the action.
18
19
20
21
22
23
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25

s/Melanie Keefe
Melanie Keefe, FPR
Court Reporter

14 CERTIFICATE OF OATH
15
16 STATE OF FLORIDA)
17 COUNTY OF HILLSBOROUGH)
18
19 I, the undersigned authority, certify that
EVANDER FRANK KANE personally appeared before me remotely
and was duly sworn.
20
21
22
23
24
25

WITNESS my hand and official seal this 8th day of
April, 2021.

s/Melanie Keefe
Melanie Keefe, FPR
Notary Public
State of Florida
My Commission No.: HH055410
Expires: December 9, 2024

REGENCY REPORTING SERVICE, INC. (813)224-0224

EXHIBIT “H”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:)
EVANDER FRANK KANE CH: 7) 21-50028
Debtor.)

)

U.S. Trustee
P.O. Box 4188
Mountain View, CA 94040

February 3, 2021

BEFORE FRODE S. HJELMESET Chapter 7 Trustee

APPEARANCES:

For the Debtor: Stephen Finestone
Finestone Hayes LLP
456 Montgomery St. 20th Fl.
San Francisco, CA 94104

For Chapter 7 Trustee: Gregg S. Kleiner
Rincon Law LLP
268 Bush St. #3335
San Francisco, CA 94104

For Sure Sports: Alan Wilmot
Heitner Legal
215 Henricks Isle
Fort Lauderdale, FL 33301

For Centennial Bank, N.A.: Andrew J. Ghekas
Anthony & Partners, LLC
100 S. Ashley Dr., #1600
Tampa, FL 33602

For Newport Management: Arthur Yellin
Keith Banner
Greenberg Glusker, LLP
2049 Century Park E, Suite 2600
Los Angeles, CA 90067

APPEARANCES: (Continued)

For South River Capital LLC: David B. Rao
Law Offices of Binder and Malter
2775 Park Ave.
Santa Clara, CA 95050

For Loan Shark, LLC: Christopher Ribas

For Hope Parker: Jonathan Lewis

For the United States Trustee: Marta E. Villacorta

Proceedings recorded by electronic sound recording;
transcript produced by The Record Xchange.

1 have any income coming in from any -- because you testified
2 that your property, one of your properties in Canada is
3 vacant, and then the other one, the Isabelle (phonetic)
4 property is occupied by your parents, and then the other one
5 is vacant. So there's no rental income, nothing coming in,
6 with respect to the Canadian property?

7 MR. KANE: No.

8 MS. VILLACORTA: Okay. On line 8H, you stated the
9 only income that you listed was from a podcast, totaling
10 \$2,083.33. Do you have a contract in place?

11 MR. KANE: I -- I don't, anymore.

12 MS. VILLACORTA: Do you expect to continue to earn
13 this money, in connection with the podcast, going forward?

14 MR. KANE: No.

15 MS. VILLACORTA: Okay, why?

16 MR. KANE: Pardon me?

17 MS. VILLACORTA: Why?

18 MR. KANE: It's just no longer happening.

19 MS. VILLACORTA: When did it stop; when was your
20 last show?

21 MR. KANE: There was never a show.

22 MS. VILLACORTA: Or the podcast, sorry. Well, I'm
23 trying to figure out this --

24 MR. KANE: There was never -- there was never an
25 episode released, or show released. It never came --

1 MS. VILLACORTA: So where did this -- so where was
2 this 20 -- \$2,083 coming from?

3 MR. KANE: It -- it come from that podcast company.

4 MS. VILLACORTA: Where did it come from?

5 MR. KANE: The podcast company.

6 MS. VILLACORTA: Okay. So I'm going to back to my
7 previous -- do you have a contract with this podcast company?

8 MR. KANE: I did.

9 MS. VILLACORTA: Okay. And when -- okay, when did
10 that contract end?

11 MR. KANE: I want to say a month and a half ago.

12 MS. VILLACORTA: Okay. So if you could just provide
13 us a copy of the contract, with the podcast company. What's
14 the name of the company?

15 MR. KANE: Blue Wire.

16 MS. VILLACORTA: Can you please spell that, sorry?

17 MR. KANE: Blue Wire

18 MS. VILLACORTA: Oh, Blue Wire. Okay, Blue Wire.
19 Sorry, I heard something different.

20 So your wife wasn't listed on Schedule I. So just
21 to confirm, she's unemployed?

22 MR. KANE: Yes.

23 MS. VILLACORTA: How long has she been unemployed?

24 MR. KANE: I don't know.

25 MS. VILLACORTA: Does she have any business

C E R T I F I C A T E

I hereby certify that the foregoing is a true and correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

John Buckley

John Buckley, CET-623
Digital Court Proofreader

EXHIBIT “I”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
CASE NO.: 21-50028-SLJ
Chapter 7

4 In re
5 EVANDER FRANK
6 Debtor.

RULE 2004
EXAMINATION AND
DUCES TECUM
DEPOSITION OF: **EVANDER FRANK KANE**

TAKEN: Pursuant to Notice by
Counsel for Centennial Bank

DATE: March 24, 2021

TIME: 2:01 p.m. to 5:14 p.m. (EST)

LOCATION: Zoom videoconference

REPORTED BY: Melanie Keefe, FPR
Notary Public
State of Florida at Large

1 APPEARANCES: ANDREW J. GHEKAS, ESQUIRE
2 Anthony & Partners, LLC
3 100 South Ashley Drive
Suite 1600
Tampa, Florida 33602

4 Attorney for Centennial Bank

5 STEPHEN D. FINESTONE, ESQUIRE
6 Finestone Hayes LLP
7 456 Montgomery Street
20th Floor
San Francisco, California 94104

8 Attorney for the Debtor

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REGENCY REPORTING SERVICE, INC. (813)224-0224

1 make it into the Dropbox, so I'm going to quickly try and
2 share screen this. Are you able to see that?

3 A. Yes.

4 Q. And is it showing up Schedule I, your income?

5 A. Yes.

6 Q. Okay. So I just want to scroll to the bottom,
7 the last two sentences here, "Finally, debtor may terminate
8 his contract and he may opt out of the season as allowed
9 under current rules because of health concerns given the
10 recent birth of his first child. Should he terminate his
11 contract or opt out at a point in the season, debtor will
12 not receive his salary." Did I read that correctly?

13 A. Yes.

14 Q. All right. I'm going to stop sharing. And so,
15 Mr. Kane, you did not opt out of the season; correct?

16 A. Correct.

17 Q. And you're still playing for the San Jose Sharks?

18 A. Correct.

19 Q. And do you intend to continue to play the rest of
20 the season for the San Jose Sharks?

21 A. I'm taking it day by day.

22 Q. And when did the season start exactly?

23 A. I'm not sure of the exact date, but it was
24 mid-January.

25 Q. And so when the season started back up in

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6 I, Melanie Keefe, Court Reporter, certify that I
7 was authorized to and did stenographically report remotely
8 the deposition of EVANDER FRANK KANE; that a review of the
9 transcript was requested; and that the transcript, pages 5
10 through 102, inclusive, is a true and complete record of my
11 stenographic notes.
12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the parties, nor am
15 I a relative or employee of any of the parties' attorney or
16 counsel connected with the action, nor am I financially
17 interested in the action.
18
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s/Melanie Keefe
Melanie Keefe, FPR
Court Reporter

14 CERTIFICATE OF OATH
15
16 STATE OF FLORIDA)
17 COUNTY OF HILLSBOROUGH)
18
19 I, the undersigned authority, certify that
EVANDER FRANK KANE personally appeared before me remotely
and was duly sworn.
20
21
22
23
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25

WITNESS my hand and official seal this 8th day of
April, 2021.

s/Melanie Keefe
Melanie Keefe, FPR
Notary Public
State of Florida
My Commission No.: HH055410
Expires: December 9, 2024

REGENCY REPORTING SERVICE, INC. (813)224-0224

EXHIBIT “J”

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number		
EVANDER KANE	200300	XXX-XX-XXXX	US-S CA-S	US-1/0 CA-99/0 MO-99/0	00030948		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
SJSHARKS	2	10	7020	02/26/18	02/05/21	02/18/21	02/26/21
Taxable Earnings	Rate	Hrs/Units	Current	Year To Date			
NHL Salary	-	-	23,767.24	879,387.93			
Bonus Subject to Escrow	-	-	-	665,482.72			
Bonus Not Currently Due	-	-	-	665,482.72			
Row 20-21 withheld	-	-	-4,753.45	-237,227.59			
Total YR 21 Comp Deferral	-	-	-	-118,965.51			
Row 21 Withholding	-	-	-	-76,251.72			
Row 21 Deferral	-	-	-	-72,413.79			
Total			19,013.79	374,529.32			
Taxes							
Social Security (FICA)			-	8,853.60			
Federal Income Tax		5,473.86		130,517.90			
Federal Medicare		275.70		6,480.68			
Federal Medicare Surcharge		171.13		2,222.49			
California Income Tax		352.33		41,195.23			
Missouri Income Tax		991.00		991.00			
Arizona Income Tax		-		2,459.75			
California State Disability		-		1,539.58			
Colorado Income Tax		-		1,722.67			
Total		7,264.02		195,982.90			
After-Tax Deductions							
Fines		-		50.00			
Hotel		-		398.95			
NHL Dues		-		2,160.00			
Total		-		2,608.95			
W2 Gross		19,013.79		374,529.32			
Net Pay				11,749.77			

↑ REMOVE DOCUMENT ALONG THIS PERFORATION ↑

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number		
EVANDER KANE	200300	XXX-XX-XXXX US-S CA-S		US-1/0 CA-99/0 AZ-99	00030788		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
SJSHARKS	2	10	7020	02/26/18	01/13/21	01/21/21	01/29/21
Taxable Earnings	Rate	Hrs/Units	Current	Year To Date	Messages		
NHL Salary	-	-	213,905.17	213,905.17	HTL-10/1/19 Bellagio		
Fiscal YR 21 Comp Deferral	-	-	-46,551.72	-46,551.72	HTL 02/23/20 Ritz		
Escrow 21 Withholding	-	-	-76,251.72	-76,251.72	Dues 03/01/20-04/04/20		
Total			91,101.73	91,101.73	Dues Jan 2021 9 Days		
Taxes							
Social Security (FICA)			5,648.31	5,648.31			
Federal Income Tax			32,083.46	32,083.46			
Federal Medicare			1,320.98	1,320.98			
California Income Tax			9,111.25	9,111.25			
Arizona Income Tax			2,459.75	2,459.75			
Total			50,623.75	50,623.75			
After-Tax Deductions							
Fines			50.00	50.00			
Hotel			398.95	398.95			
NHL Dues			1,320.00	1,320.00			
Total			1,768.95	1,768.95			
W2 Gross			91,101.73	91,101.73			
Net Pay			38,709.03				

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number		
EVANDER KANE	200300	XXX-XX-XXXX US-S CA-S		US-1/0 CA-99/0 CO-99/0	00030947		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
SJSHARKS	2	10	7020	02/26/18	02/05/21	02/18/21	02/26/21
Taxable Earnings	Rate	Hrs/Units	Current	Year To Date			
NHL Salary	-	-	47,534.48	855,620.69			
Sign Bonus Subject to Escrow	-	-	-	665,482.72			
Sign Bonus Not Currently Due	-	-	-	-665,482.72			
Escrow 20-21 withheld	-	-	-9,506.90	-232,474.14			
Fiscal YR 21 Comp Deferral	-	-	-	-118,965.51			
Escrow 21 Withholding	-	-	-	-76,251.72			
Escrow 21 Deferral	-	-	-	-72,413.79			
Total			38,027.58	355,515.53			
Taxes							
Social Security (FICA)		-	-	8,853.60			
Federal Income Tax		12,446.03	-	125,044.04			
Federal Medicare		551.40	-	6,204.98			
Federal Medicare Surcharge		342.24	-	2,051.36			
California Income Tax		2,125.72	-	40,842.90			
Colorado Income Tax		1,722.67	-	1,722.67			
Arizona Income Tax		-	-	2,459.75			
California State Disability		-	-	1,539.58			
Total		17,188.06		188,718.88			
After-Tax Deductions							
Fines		-	-	50.00			
Hotel		-	-	398.95			
NHL Dues		-	-	2,160.00			
Total		-		2,608.95			
W2 Gross		38,027.58		355,515.53			
Net Pay				20,839.52			

San Jose Sharks LLC - 525 W. Santa Clara Street San Jose, CA 95113-1520 - (408) 287-7070

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OPEN CHECK

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number		
EVANDER KANE	200300	XXX-XX-7617	US-S CA-S	US-1/0 CA-99/0	00030946		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
SJSHARKS	2	10	7020	02/26/18	02/05/21	02/18/21	02/26/21
Taxable Earnings	Rate	Hrs/Units	Current	Year To Date			
NHL Salary	-	-	261,439.66	808,086.21			
Sign Bonus Subject to Escrow* ****	14.00		332,741.36	665,482.72			
Sign Bonus Not Currently Due	-	-	-332,741.36	-665,482.72			
Escrow 20-21 withheld	-	-	-104,353.45	-222,967.24			
Fiscal YR 21 Comp Deferral	-	-	-	-118,965.51			
Escrow 21 Withholding	-	-	-	-76,251.72			
Escrow 21 Deferral	-	-	-72,413.79	-72,413.79			
Total			84,672.42	317,487.95			
Taxes							
Social Security (FICA)			-	8,853.60			
Federal Income Tax		29,704.62		112,598.01			
Federal Medicare		2,277.75		5,653.58			
Federal Medicare Surcharge		1,413.78		1,709.12			
California Income Tax		10,630.39		38,717.18			
California State Disability		-		1,539.58			
Arizona Income Tax		-		2,459.75			
Total		44,026.54		171,530.82			
After-Tax Deductions							
Fines		-		50.00			
Hotel		-		398.95			
NHL Dues		420.00		2,160.00			
Total		420.00		2,608.95			
W2 Gross		84,672.42		317,487.95			
Net Pay			40,225.88				

EXHIBIT “K”

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

September 30, 2020

Total assets:	\$13,200.63
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Total liabilities:	\$40,618.44
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Qualifying Balance:	\$53,819.07
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Deposit Balance:	\$13,200.63
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Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking [REDACTED] 1607	13,200.63
Total assets	\$13,200.63

Liabilities

Account (Account Number)	Outstanding balance this month (\$)
Wells Fargo Credit Card † [REDACTED] 2528	40,618.44
Total liabilities	\$40,618.44

† Refer to your statement for actual statement dates.

Available credit

The information below may not be current. Be sure to verify the credit available on your accounts when accessing your credit lines.

Account	Approved credit line	Credit used	Credit available
Wells Fargo Credit Card [REDACTED] 2528	82,200.00	40,618.44	41,581.00
Total available credit	\$82,200.00	\$40,618.44	\$41,581.00

Go Far™ Rewards

Rewards ID [REDACTED]	
Available balance	1,749,407
Pending relationship bonus rewards	18,812

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 **Your Portfolio by Wells Fargo overview** (continued)**Other Wells Fargo Benefits**

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 9/1	5,565.28
Deposits/Additions	35,000.07
Withdrawals/Subtractions	27,364.72
Balance on 9/30	\$13,200.63

Account number: **1607**

EVANDER KANE

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Overdraft protection

Your account is linked to the following for Overdraft Protection:

- Credit card **2528**

Interest you've earned

Interest paid this statement	\$0.07
Interest earned this statement period	\$0.06
Average collected balance	\$8,030.03
Annual percentage yield earned	0.01%
Interest paid this year	\$9.96

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 9/1					5,565.28
9/1	Online Transfer Ref #lb08Rnqd43 to Propel World American Express Card XXXXXXXXXXXX2528 On 09/01/20		215.00		5,350.28
9/2	Portfolio By Wells Fargo Mnthly Srvc Fee		30.00		5,320.28
9/8	Purchase Intl Authorized On 09/06 McDonald's #1198 Vancouver Can S580250843281023 Card 7236		11.90		
9/8	International Purchase Transaction Fee		0.35		
9/8	Non WF ATM Withdrawal Authorized On 09/07 8324 Granville Street Vancouver Can 00300251768019971 ATM ID 0644089 Card 7236		615.80		
9/8	Purchase Intl Authorized On 09/07 Subway 11695 Vancouver Can S380251770663121 Card 7236		4.50		
9/8	International Purchase Transaction Fee		0.13		4,687.60
9/9	Purchase Intl Authorized On 09/07 Halsa Spa (CA100) Vancouver Can S300251737624370 Card 7236		116.38		
9/9	International Purchase Transaction Fee		3.49		
9/9	Purchase Intl Authorized On 09/07 Marine Drive Tripl Vancouver Can S300252015466973 Card 7236		11.45		
9/9	International Purchase Transaction Fee		0.34		4,555.94
9/18	Purchase Authorized On 09/17 of London Gbr S300261515630226 Card 7236		19.00		
9/18	Recurring Payment Authorized On 09/17 of London Gbr S300261515884286 Card 7236		29.00		
9/18	Recurring Payment Authorized On 09/17 of London Gbr S300261517501230 Card 7236		14.00		
9/18	Recurring Payment Authorized On 09/17 of London Gbr S300261518060305 Card 7236		8.00		
9/18	Recurring Payment Authorized On 09/17 of London Gbr S300261519452578 Card 7236		40.00		
9/18	Recurring Payment Authorized On 09/17 Ritual Httpsritual.CA S460261678494185 Card 7236		38.24		4,407.70
9/21	Purchase Authorized On 09/19 Amazon.Com*M43Yp20 Amzn.Com/Bill WA S580263271561314 Card 7236		28.19		4,379.51



Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
9/23	Online Transfer Ref #lb08Wjggxb From Propel World American Express Card XXXXXXXXXXXX2528 On 09/23/20		15,000.00		
9/23	Recurring Payment Authorized On 09/19 of London Gbr S580263317400620 Card 7236			9.90	
9/23	Recurring Payment Authorized On 09/19 of London Gbr S580263322419734 Card 7236			29.99	
9/23	Recurring Payment Authorized On 09/19 of London Gbr S580263324391798 Card 7236			20.00	
9/23	Recurring Payment Authorized On 09/19 of London Gbr S580263326490416 Card 7236			29.99	19,289.63
9/24	Recurring Payment Authorized On 09/21 Ccbill.Com *Onlyfa 888 5969279 CA S380265314851464 Card 7236			5.00	
9/24	Recurring Payment Authorized On 09/21 Ccbill.Com *Onlyfa 888 5969279 CA S460265315376134 Card 7236			9.99	
9/24	Recurring Payment Authorized On 09/21 Ccbill.Com *Onlyfa 888 5969279 CA S380265317229280 Card 7236			11.00	
9/24	Recurring Payment Authorized On 09/21 Ccbill.Com *Onlyfa 888 5969279 CA S380265460692801 Card 7236			12.00	19,251.64
9/28	Online Transfer Ref #lb08Xcmsd6 From Propel World American Express Card XXXXXXXXXXXX2528 On 09/28/20		10,000.00		
9/28	Online Transfer Ref #lb08Xcnfl6 From Propel World American Express Card XXXXXXXXXXXX2528 On 09/28/20		10,000.00		
9/28	Recurring Payment Authorized On 09/23 Ccbill.Com *Onlyfa 888 5969279 CA S300267301297578 Card 7236			14.00	
9/28	Recurring Payment Authorized On 09/23 Ccbill.Com *Onlyfa 888 5969279 CA S300267303503435 Card 7236			15.00	
9/28	Recurring Payment Authorized On 09/23 Ccbill.Com *Onlyfa 888 5969279 CA S380267305903022 Card 7236			5.00	
9/28	Recurring Payment Authorized On 09/23 Ccbill.Com *Onlyfa 888 5969279 CA S300267312812053 Card 7236			5.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268369649227 Card 7236			5.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S580268426332197 Card 7236			14.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S460268426997762 Card 7236			17.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268428260072 Card 7236			5.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268430974442 Card 7236			10.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268435493558 Card 7236			4.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S580268436699706 Card 7236			4.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268437239612 Card 7236			4.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S300268438790767 Card 7236			5.00	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S460268443006684 Card 7236			3.50	
9/28	Recurring Payment Authorized On 09/24 Ccbill.Com *Onlyfa 888 5969279 CA S380268444671435 Card 7236			3.00	
9/28	Mbfs Web Pay 200924 5001153101001 Evander Kane			7,223.96	
9/28	American Express ACH Pmt 200928 M9982 Evander Kane			18,684.62	13,229.56
9/30	Recurring Payment Authorized On 09/27 Ccbill.Com *Onlyfa 888 5969279 CA S460271318648373 Card 7236			29.00	
9/30	Interest Payment		0.07		13,200.63
Ending balance on 9/30					13,200.63
Totals			\$35,000.07	\$27,364.72	

Wells Fargo Portfolio Checking (continued)

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$35.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Important Account Information

Effective June 1, 2020, the Deposit Account Agreement has been updated.

In the section of the Deposit Account Agreement titled "Available balance, posting order, and overdrafts," the second bullet of the paragraph titled "Then, we sort your transactions into categories before we process them" under the subsection titled "How do we process (post) transactions to your account?" is deleted and replaced with the following: "Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction or you conducted the transaction more than 10 business days before we receive it for payment, we will use the date the transaction is received for payment from your account. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount."

For questions, please call the number listed on your statement.

IMPORTANT ACCOUNT INFORMATION

Regulation D and Wells Fargo withdrawal and transfer restrictions on all savings accounts have been discontinued.

The Federal Reserve Board recently removed Regulation D's six transaction limit on certain withdrawals and transfers from savings accounts, and allowed banks to suspend enforcement of that limit at each bank's discretion. Your Deposit Account Agreement states that both Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of six per monthly fee period. This message is to advise you that these limits were removed in May 2020. We have also discontinued charging the related excess activity fees, and have ceased account conversions and account closures related to the six withdrawal or transfer limit.

While it will take a period of time to update our disclosures and other materials, the changes described above apply to your account immediately and allow you to make withdrawals and transfers, including online and mobile, from your savings account without regard to the previous limit of six transactions. If you have any questions about your account, please call the phone number at the top of your statement or visit your Wells Fargo branch.

Wells Fargo Portfolio Checking (continued)

Important Account Information

As a reminder, Portfolio by Wells Fargo monthly service fees are calculated using the combined month end balances of all qualifying accounts linked to your Portfolio by Wells Fargo program. If you do not meet the minimum balance requirements*, the standard monthly service fee of \$30 will be assessed to your primary checking account on about the 2nd business day following month end. This fee will appear in the transaction history section for the primary checking account on your next month end statement.

*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

The benefit of having no fee cashier's checks and money orders is no longer limited to only your primary Wells Fargo Portfolio Checking account within the Portfolio by Wells Fargo program. Those fees are waived if you have any qualified Consumer account that offers no fee cashier's checks or money orders as an account benefit.

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

October 31, 2020

Total assets:	\$45,438.96
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Total liabilities:	\$81,285.84
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Qualifying Balance:	\$126,724.80
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Deposit Balance:	\$45,438.96
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EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking [REDACTED] 1607	45,438.96
Total assets	\$45,438.96

Liabilities

Account (Account Number)	Outstanding balance this month (\$)
Wells Fargo Credit Card + [REDACTED] 2528	81,285.84
Total liabilities	\$81,285.84

† Refer to your statement for actual statement dates.

Available credit

The information below may not be current. Be sure to verify the credit available on your accounts when accessing your credit lines.

Account	Approved credit line	Credit used	Credit available
Wells Fargo Credit Card (xxxx-xxxxxx-X2528)	82,200.00	81,285.84	682.00
Total available credit	\$82,200.00	\$81,285.84	\$682.00

Go Far™ Rewards

Rewards ID [REDACTED]	
Available balance	3,095
Pending relationship bonus rewards	19,855

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 **Your Portfolio by Wells Fargo overview** (continued)**Other Wells Fargo Benefits**

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 10/1	13,200.63
Deposits/Additions	88,829.60
Withdrawals/Subtractions	56,591.27
Balance on 10/31	\$45,438.96

Account number: **1607****EVANDER KANE**

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Overdraft protection

Your account is linked to the following for Overdraft Protection:

■ Credit card **2528**

Interest you've earned

Interest paid this statement	\$0.11
Interest earned this statement period	\$0.12
Average collected balance	\$13,438.15
Annual percentage yield earned	0.01%
Interest paid this year	\$10.07

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 10/1					13,200.63
10/1	Venmo Payment 4528527323 Evander Kane			4,500.00	8,700.63
10/2	Recurring Payment Authorized On 09/29 Ccbill.Com *Onlyfa 888 5969279 CA S300273360956423 Card 7236			5.00	
10/2	Recurring Payment Authorized On 10/01 Best Alarm Company 408 8712400 CA S460276003647192 Card 7236			114.00	8,581.63
10/5	Recurring Payment Authorized On 10/03 Ccbill.Com *Onlyfa 888 5969279 CA S580277521716646 Card 7236			10.00	
10/5	Recurring Payment Authorized On 10/03 Ccbill.Com *Onlyfa 888 5969279 CA S300277522735744 Card 7236			4.00	8,567.63
10/8	Venmo Payment 4567759008 Evander Kane			4,500.00	4,067.63
10/9	WT Fed#04402 Bank of America, N /Org=Blue Wire Inc. Srf# 2020100900611039 Trn#201009165933 Rfb# XXXXX9278	25,000.00			
10/9	Wire Trans Svc Charge Sequence: 201009165933 Srf# 2020100900611039 Trn#201009165933 Rfb# XXXXX9278			15.00	
10/9	Online Transfer Ref #lb08ZI9Fpv to Propel World American Express Card XXXXXXXXXXXX2528 On 10/09/20			1,097.00	27,955.63
10/13	eDeposit IN Branch/Store 10/10/20 09:26:18 Am 3053 Meridian Ave San Jose CA 6649171607		633.62		
10/13	Recurring Payment Authorized On 10/09 Ccbill.Com *Onlyfa 888 5969279 CA S460283537432421 Card 7236			5.99	
10/13	Purchase Authorized On 10/09 Chevron/Csi 096139/1771 San Jose CA P00300284058443458 Card 7236			40.00	
10/13	Purchase Authorized On 10/09 Little Caesar's 33 San Jose CA S300284119572784 Card 7236			12.00	
10/13	Purchase Bank Check OR Draft			5,250.00	
10/13	American Express ACH Pmt 201013 M8954 Evander Kane			4,000.00	19,281.26
10/14	Zelle From Kane Evander On 10/14 Ref # Bace784Fb323		2,000.00		21,281.26
10/15	Zelle From Kane Evander On 10/15 Ref # Bac0619F5019		2,000.00		
10/15	Recurring Payment Authorized On 10/12 Ccbill.Com *Onlyfa 888 5969279 CA S300286519608502 Card 7236			40.00	
10/15	Recurring Payment Authorized On 10/12 Ccbill.Com *Onlyfa 888 5969279 CA S460286524751738 Card 7236			7.00	

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Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
10/16	Venmo Payment 4606649243 Evander Kane			2,000.00	3,243.63
10/19	Recurring Payment Authorized On 10/13 Ccbill.Com *Onlyfa 888 5969279 CA S300288207925084 Card 7236			16.99	
10/19	Recurring Payment Authorized On 10/13 Ccbill.Com *Onlyfa 888 5969279 CA S300288210909676 Card 7236			37.00	
10/19	Recurring Payment Authorized On 10/13 Ccbill.Com *Onlyfa 888 5969279 CA S460288212184604 Card 7236			29.00	
10/19	Purchase Authorized On 10/15 Wendy's 0527 San Jose CA S580289818290186 Card 7236			13.09	
10/19	Recurring Payment Authorized On 10/16 Ccbill.Com *Onlyfa 888 5969279 CA S300290484250809 Card 7236			18.00	
10/19	Recurring Payment Authorized On 10/16 Ccbill.Com *Onlyfa 888 5969279 CA S580290486628582 Card 7236			5.00	
10/19	Recurring Payment Authorized On 10/16 Ccbill.Com *Onlyfa 888 5969279 CA S300290489110004 Card 7236			7.99	
10/19	Recurring Payment Authorized On 10/16 Ccbill.Com *Onlyfa 888 5969279 CA S300290490179940 Card 7236			15.00	
10/19	Purchase Authorized On 10/16 Wendy's 0526 San Jose CA S580290714226928 Card 7236			16.68	
10/19	Recurring Payment Authorized On 10/17 Ccbill.Com *Onlyfa 888 5969279 CA S300291652932579 Card 7236			3.60	
10/19	Recurring Payment Authorized On 10/17 Ccbill.Com *Onlyfa 888 5969279 CA S580291657601044 Card 7236			6.00	
10/19	Recurring Payment Authorized On 10/17 Ccbill.Com *Onlyfa 888 5969279 CA S380291664083806 Card 7236			1.87	
10/19	Recurring Payment Authorized On 10/17 Ccbill.Com *Onlyfa 888 5969279 CA S460291665059843 Card 7236			50.00	
10/19	Recurring Payment Authorized On 10/17 Ritual Httpsritual.C CA S580291678687292 Card 7236			38.24	
10/19	Non WF ATM Withdrawal Authorized On 10/18 200 W Taylor St San Jose CA 00460292649131261 ATM ID 00072080 Card 7236			303.00	
10/19	Check	164		460.00	
10/19	Venmo Payment 4612324371 Evander Kane			220.00	2,002.17
10/20	Purchase Authorized On 10/18 Wendy's 0527 San Jose CA S460292784238769 Card 7236			10.79	
10/20	Purchase Authorized On 10/19 Amazon.Com*2T2IL3J Amzn.Com/Bill WA S580293267986962 Card 7236			29.41	
10/20	Venmo Payment 4631748337 Evander Kane			500.00	1,461.97
10/21	Go Far Rewards		12,000.00		13,461.97
10/22	Recurring Payment Authorized On 10/19 Ccbill.Com *Onlyfa 888 5969279 CA S380293495509198 Card 7236			9.90	
10/22	Purchase Authorized On 10/21 Sq *Future Wash San Jose CA S580296007812229 Card 7236			44.39	
10/22	Purchase Authorized On 10/22 Saimai Thai Well San Jose CA P00580296694497834 Card 7236			96.00	
10/22	Purchase Authorized On 10/22 958 Sephora Santana Ro San Jose CA P00000000884727158 Card 7236			112.53	
10/22	American Express ACH Pmt 201022 M5064 Evander Kane			2,173.09	11,026.06
10/23	Go Far Rewards		5,500.00		
10/23	Purchase Return Authorized On 10/20 Ccbill.Com *Onlyfa 888 5969279 CA S620297597411814 Card 7236		1.87		
10/23	Recurring Payment Authorized On 10/19 Ccbill.Com *Onlyfa 888 5969279 CA S580294095566990 Card 7236			49.99	
10/23	Recurring Payment Authorized On 10/19 Ccbill.Com *Onlyfa 888 5969279 CA S300294096345819 Card 7236			5.00	
10/23	Recurring Payment Authorized On 10/19 Ccbill.Com *Onlyfa 888 5969279 CA S460294097371088 Card 7236			25.00	
10/23	Recurring Payment Authorized On 10/20 Ccbill.Com *Onlyfa 888 5969279 CA S300294393958029 Card 7236			9.90	
10/23	Purchase Authorized On 10/21 Little Caesar's 33 San Jose CA S300295741775039 Card 7236			10.73	
10/23	Purchase Authorized On 10/22 Sq *Future Wash San Jose CA S460296749797708 Card 7236			53.99	



Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
10/23	Online Transfer Ref #lb093Tnqy6 to Propel World American Express Card XXXXXXXXX2528 On 10/22/20		3,000.00		
10/23	American Express ACH Pmt 201023 M1812 Evander Kane		5,000.00		8,373.32
10/26	Purchase Authorized On 10/22 Maggianos San Jose San Jose CA S300296728381280 Card 7236		27.75		
10/26	Purchase Authorized On 10/22 Little Caesar's 33 San Jose CA S300297082177530 Card 7236		10.73		
10/26	Recurring Payment Authorized On 10/23 Ccbill.Com *Onlyfa 888 5969279 CA S580297526817736 Card 7236		20.00		
10/26	Recurring Payment Authorized On 10/24 Ccbill.Com *Onlyfa 888 5969279 CA S460298444890577 Card 7236		9.99		
10/26	Check 162	162	1,700.00		6,604.85
10/29	Check 163	163	360.00		6,244.85
10/30	eDeposit IN Branch/Store 10/30/20 11:31:39 Am 1790 S Bascom Ave Campbell CA 7236		1,251.81		
10/30	eDeposit IN Branch/Store 10/30/20 11:34:41 Am 1790 S Bascom Ave Campbell CA 7236		40,442.19		
10/30	Zelle to Kane Anna On 10/30 Ref #Pp0956Kzxk		2,500.00		
10/30	Interest Payment 0.11				45,438.96
Ending balance on 10/31					45,438.96
Totals			\$88,829.60	\$56,591.27	

Summary of checks written (checks listed are also displayed in the preceding Transaction history section)

Number	Date	\$ Amount	Number	Date	\$ Amount	Number	Date	\$ Amount
161	10/15	17,990.63	163	10/29	360.00	164	10/19	460.00
162	10/26	1,700.00						

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$35.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Important Account Information

Effective on or after November 30, 2020, (1) Wells Fargo branches will no longer be able to issue Wells Fargo Instant Issue Debit Cards and/or Business Instant Issue Debit Cards in certain circumstances, and (2) Wells Fargo branches in the states of South Carolina and Washington will no longer be able to issue Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and/or EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards typically arrive in 5 to 7 calendar days. If you previously added your current Wells Fargo Debit Card or EasyPay Card to your Wells Fargo-supported digital wallet, you may continue to make purchases and access Wells Fargo ATMs using your digital wallet while you wait for your replacement card to arrive. For more details on digital wallets, please visit wellsfargo.com/mobile/payments.



Wells Fargo Portfolio Checking (continued)

IMPORTANT ACCOUNT INFORMATION

Regulation D and Wells Fargo withdrawal and transfer restrictions on all savings accounts have been discontinued.

The Federal Reserve Board recently removed Regulation D's six transaction limit on certain withdrawals and transfers from savings accounts, and allowed banks to suspend enforcement of that limit at each bank's discretion. Your Deposit Account Agreement states that both Regulation D and Wells Fargo limit certain types of withdrawals and transfers from a savings account to a combined total of six per monthly fee period. This message is to advise you that these limits were removed in May 2020. We have also discontinued charging the related excess activity fees, and have ceased account conversions and account closures related to the six withdrawal or transfer limit.

While it will take a period of time to update our disclosures and other materials, the changes described above apply to your account immediately and allow you to make withdrawals and transfers, including online and mobile, from your savings account without regard to the previous limit of six transactions. If you have any questions about your account, please call the phone number at the top of your statement or visit your Wells Fargo branch.

Important Account Information

As a reminder, Portfolio by Wells Fargo monthly service fees are calculated using the combined month end balances of all qualifying accounts linked to your Portfolio by Wells Fargo program. If you do not meet the minimum balance requirements*, the standard monthly service fee of \$30 will be assessed to your primary checking account on about the 2nd business day following month end. This fee will appear in the transaction history section for the primary checking account on your next month end statement.

*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

The benefit of having no fee cashier's checks and money orders is no longer limited to only your primary Wells Fargo Portfolio Checking account within the Portfolio by Wells Fargo program. Those fees are waived if you have any qualified Consumer account that offers no fee cashier's checks or money orders as an account benefit.

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

November 30, 2020

Total assets:	\$5,605.09
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Total liabilities:	\$82,627.81
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Qualifying Balance:	\$88,232.90
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Deposit Balance:	\$5,605.09
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Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking [REDACTED] 1607	5,605.09
Total assets	\$5,605.09

Liabilities

Account (Account Number)	Outstanding balance this month (\$)
Wells Fargo Credit Card + [REDACTED] 2528	82,627.81
Total liabilities	\$82,627.81

† Refer to your statement for actual statement dates.

Available credit

The information below may not be current. Be sure to verify the credit available on your accounts when accessing your credit lines.

Account	Approved credit line	Credit used	Credit available
Wells Fargo Credit Card (xxxx-xxxxxx-X2528)	82,200.00	82,627.81	0.00
Total available credit	\$82,200.00	\$82,627.81	\$0.00

Go Far™ Rewards

Rewards ID [REDACTED]	
Available balance	28,911
Pending relationship bonus rewards	20,544

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 **Your Portfolio by Wells Fargo overview** (continued)**Other Wells Fargo Benefits**

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 11/1	45,438.96
Deposits/Additions	181,902.04
Withdrawals/Subtractions	221,735.91
Balance on 11/30	\$5,605.09

Account number: **1607**

EVANDER KANE

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Overdraft protection

Your account is linked to the following for Overdraft Protection:

- Credit card **2528**

Interest you've earned

Interest paid this statement	\$0.15
Interest earned this statement period	\$0.15
Average collected balance	\$18,118.42
Annual percentage yield earned	0.01%
Interest paid this year	\$10.22

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 11/1					45,438.96
11/2	Online Transfer Ref #lb095Tq8Dx to Propel World American Express Card XXXXXXXXXXXX2528 On 11/02/20		20,000.00		
11/2	American Express ACH Pmt 201102 M0682 Evander Kane		4,000.00		21,438.96
11/3	Purchase Authorized On 11/02 Evi* Seminole Hard 702 8553000 FL S380307769610818 Card 7236		16,192.50		5,246.46
11/5	eDeposit IN Branch/Store 11/05/20 03:21:51 Pm 1790 S Bascom Ave Campbell CA 7236	164,368.89			169,615.35
11/6	eDeposit IN Branch/Store 11/06/20 09:13:35 Am 1790 S Bascom Ave Campbell CA 7236		1,033.00		
11/6	Wire Trans Svc Charge Sequence: 201106201278 Srf# 0003090311557814 Trn#201106201278 Rfb#		45.00		
11/6	Purchase Authorized On 11/04 Dor Tax Payments Raleigh NC S300309801761851 Card 7236		872.15		
11/6	Purchase Authorized On 11/04 Dor Tax Payments Raleigh NC S460309801773894 Card 7236		18.00		
11/6	Purchase Bank Check OR Draft		17,990.63		
11/6	Withdrawal Made In A Branch/Store		20,000.00		
11/6	Withdrawal Made In A Branch/Store		10,000.00		
11/6	WT 201106 201278 Royal Bank of Canad /Bnf=Evander Kane Srf# 0003090311557814 Trn#201106201278 Rfb#		70,000.00		51,722.57
11/9	Zelle to Kane Evander Ref #Pp096R23Y7		100.00		
11/9	Withdrawal Made In A Branch/Store		10,000.00		
11/9	American Express ACH Pmt 201109 M9618 Evander Kane		1,000.00		
11/10	Purchase Authorized On 11/10 Taqueria El Ranchito San Jose CA P00000000586054309 Card 7236		2.19		40,622.57
11/10	American Express ACH Pmt 201110 M5752 Evander Kane		19,384.45		21,235.93
11/12	Recurring Payment Authorized On 11/09 Ccbill.Com *Onlyfa 888 5969279 CA S460314537873129 Card 7236		5.99		
11/12	Purchase Authorized On 11/09 Panera Bread #2044 408 267 1290 CA S300315043499813 Card 7236		43.75		21,186.19
11/16	Purchase Authorized On 11/14 Drybar Holdings 8773792279 CA S380319505372519 Card 7236		20.00		
11/16	Check		167	103.28	160.95



Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
11/16	Check	166		150.00	
11/16	Mbfs Web Pay 201113 5001153101001 Evander Kane			2,391.32	
11/16	Check	168		900.00	17,531.59
11/17	Wire Trans Svc Charge Sequence: 201117154560 Srf# 0003090322742994 Trn#201117154560 Rfb#			30.00	
11/17	Recurring Payment Authorized On 11/16 Ritual Httpsritual.C CA S460321678754597 Card 7236			38.24	
11/17	WT Fed#03908 Professional Bank /Ftr/Bnf=Evander Kane Srf# 0003090322742994 Trn#201117154560 Rfb#			3,000.00	14,463.35
11/18	Check	171		1,810.00	12,653.35
11/19	Recurring Payment Authorized On 11/13 Ccbill.Com *Onlyfa 888 5969279 CA S460319208194081 Card 7236			16.99	
11/19	Recurring Payment Authorized On 11/14 Ccbill.Com *Onlyfa 888 5969279 CA S380320223679526 Card 7236			18.00	12,618.36
11/20	Recurring Payment Authorized On 11/17 Ccbill.Com *Onlyfa 888 5969279 CA S300322653192449 Card 7236			8.99	
11/20	Purchase Authorized On 11/19 Amazon.Com*V207B32 Amzn.Com/Bill WA S460324307247318 Card 7236			29.41	
11/20	Online Transfer Ref #lb099772Gt to Propel World American Express Card XXXXXXXXXXXX2528 On 11/20/20			2,714.81	9,865.15
11/23	Recurring Payment Authorized On 11/19 Ccbill.Com *Onlyfa 888 5969279 CA S380324495795051 Card 7236			9.90	
11/23	Recurring Payment Authorized On 11/20 Ccbill.Com *Onlyfa 888 5969279 CA S580325394234182 Card 7236			9.90	
11/23	American Express ACH Pmt 201123 M1472 Evander Kane			6,000.00	
11/23	American Express ACH Pmt 201123 M3324 Evander Kane			3,500.00	345.35
11/24	eDeposit IN Branch/Store 11/24/20 02:29:08 Pm 1790 S Bascom Ave Campbell CA 7236		9,000.00		9,345.35
11/27	eDeposit IN Branch/Store 11/27/20 02:19:52 Pm 1250 Lincoln Ave San Jose CA 7236		1,000.00		
11/27	eDeposit IN Branch/Store 11/27/20 03:39:06 Pm 65 N Winchester Blvd Santa Clara CA 7236		5,000.00		
11/27	Recurring Payment Authorized On 11/23 Ccbill.Com *Onlyfa 888 5969279 CA S300328354277910 Card 7236			7.99	
11/27	Recurring Payment Authorized On 11/23 Ccbill.Com *Onlyfa 888 5969279 CA S300328515178694 Card 7236			17.00	
11/27	Purchase Bank Check OR Draft			3,200.00	
11/27	Withdrawal Made In A Branch/Store			5,000.00	7,120.36
11/30	eDeposit IN Branch/Store 11/30/20 10:02:33 Am 65 N Winchester Blvd Santa Clara CA 7236		1,500.00		
11/30	Recurring Payment Authorized On 11/24 Ccbill.Com *Onlyfa 888 5969279 CA S460329445208118 Card 7236			9.99	
11/30	American Express ACH Pmt 201130 M2624 Evander Kane			3,005.43	
11/30	Interest Payment		0.15		5,605.09
Ending balance on 11/30					5,605.09
Totals			\$181,902.04	\$221,735.91	

Summary of checks written (checks listed are also displayed in the preceding Transaction history section)

Number	Date	\$ Amount	Number	Date	\$ Amount	Number	Date	\$ Amount
166	11/16	150.00	168	11/16	900.00	171 *	11/18	1,810.00
167	11/16	193.28						

* Gap in check sequence.

Wells Fargo Portfolio Checking (continued)

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$35.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Important Account Information

Effective on or after November 30, 2020, (1) Wells Fargo branches will no longer be able to issue Wells Fargo Instant Issue Debit Cards and/or Business Instant Issue Debit Cards in certain circumstances, and (2) Wells Fargo branches in the states of South Carolina and Washington will no longer be able to issue Wells Fargo Instant Issue Debit Cards, Wells Fargo Business Instant Issue Debit Cards, and/or EasyPay Instant Cards. If you need a replacement card, you may request one by signing on to Wells Fargo Online® or calling the number on your statement. Once requested, replacement cards typically arrive in 5 to 7 calendar days. If you previously added your current Wells Fargo Debit Card or EasyPay Card to your Wells Fargo-supported digital wallet, you may continue to make purchases and access Wells Fargo ATMs using your digital wallet while you wait for your replacement card to arrive. For more details on digital wallets, please visit wellsfargo.com/mobile/payments.

Important Account Information

As a reminder, Portfolio by Wells Fargo monthly service fees are calculated using the combined month end balances of all qualifying accounts linked to your Portfolio by Wells Fargo program. If you do not meet the minimum balance requirements*, the standard monthly service fee of \$30 will be assessed to your primary checking account on about the 2nd business day following month end. This fee will appear in the transaction history section for the primary checking account on your next month end statement.

*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

The benefit of having no fee cashier's checks and money orders is no longer limited to only your primary Wells Fargo Portfolio Checking account within the Portfolio by Wells Fargo program. Those fees are waived if you have any qualified Consumer account that offers no fee cashier's checks or money orders as an account benefit.

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

December 31, 2020

Total assets:	\$8,462.43
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Total liabilities:	\$73,477.13
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Qualifying Balance:	\$81,939.56
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Deposit Balance:	\$8,462.43
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Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking [REDACTED] 607)	8,462.43
Total assets	\$8,462.43

Liabilities

Account (Account Number)	Outstanding balance this month (\$)
Wells Fargo Credit Card + [REDACTED] 2528)	73,477.13
Total liabilities	\$73,477.13

† Refer to your statement for actual statement dates.

Available credit

The information below may not be current. Be sure to verify the credit available on your accounts when accessing your credit lines.

Account	Approved credit line	Credit used	Credit available
Wells Fargo Credit Card ([REDACTED] 2528)	82,200.00	73,477.13	2,709.00
Total available credit	\$82,200.00	\$73,477.13	\$2,709.00

Go Far™ Rewards

Rewards ID [REDACTED]	
Available balance	47,175
Pending relationship bonus rewards	26,221

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

 **Your Portfolio by Wells Fargo overview** (continued)**Other Wells Fargo Benefits**

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 12/1	5,605.09
Deposits/Additions	45,009.41
Withdrawals/Subtractions	42,152.07
Balance on 12/31	\$8,462.43

Account number: **1607**

EVANDER KANE

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Overdraft protection

Your account is linked to the following for Overdraft Protection:

■ Credit card **2528**

Interest you've earned

Interest paid this statement	\$0.04
Interest earned this statement period	\$0.04
Average collected balance	\$5,087.74
Annual percentage yield earned	0.01%
Interest paid this year	\$10.26

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 12/1					5,605.09
12/1	eDeposit IN Branch/Store 12/01/20 10:04:18 Am 65 N Winchester Blvd Santa Clara CA 7236		3,100.00		
12/1	Recurring Payment Authorized On 11/27 Ccbill.Com *Onlyfa 888 5969279 CA S580332585778773 Card 7236			3.00	
12/1	Purchase Bank Check OR Draft			6,500.00	
12/1	Zelle to Bella On 12/01 Ref #Rp09C7Q5Rb			500.00	1,702.09
12/2	Recurring Payment Authorized On 11/29 Ccbill.Com *Onlyfa 888 5969279 CA S380334576308636 Card 7236			30.00	
12/2	Recurring Payment Authorized On 11/29 Ccbill.Com *Onlyfa 888 5969279 CA S580334576997503 Card 7236			8.00	1,664.09
12/4	Recurring Payment Authorized On 11/30 Ccbill.Com *Onlyfa 888 5969279 CA S38033626077938 Card 7236			17.00	1,647.09
12/7	Purchase Authorized On 12/06 Drybar Holdings 8773792279 CA S300341505330710 Card 7236			20.00	
12/7	Check	165		1,225.00	402.09
12/10	eDeposit IN Branch/Store 12/10/20 10:53:50 Am 1790 S Bascom Ave Campbell CA 7236		15,000.00		
12/10	Wire Trans Svc Charge Sequence: 201210164747 Srf# 0003090345842096 Trn#201210164747 Rfb#			30.00	
12/10	Wire Trans Svc Charge Sequence: 201210164882 Srf# 0003090345324096 Trn#201210164882 Rfb#			35.00	
12/10	Purchase Authorized On 12/08 Ua Inflt 016990 Houston TX S380344002492916 Card 7236			8.99	
12/10	WT Fed#06374 Alaska USA Federal /Ftr/Bnf=Bradley Lawson Srf# 0003090345842096 Trn#201210164747 Rfb#			2,800.00	
12/10	WT 201210 164882 Commonwealth Bank O /Bnf=Declan White Srf# 0003090345324096 Trn#201210164882 Rfb#			4,000.00	8,528.10
12/11	eDeposit IN Branch/Store 12/11/20 02:10:49 Pm 65 N Winchester Blvd Santa Clara CA 7236		5,000.00		
12/11	American Express ACH Pmt 201211 M5142 Evander Kane			6,511.24	7,016.86
12/14	eDeposit IN Branch/Store 12/12/20 12:02:54 Pm 65 N Winchester Blvd Santa Clara CA 7236		9,009.37		



Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
12/14	Recurring Payment Authorized On 12/09 Ccbill.Com *Fenix 888 5969279 CA S300344538134460 Card 7236		5.99		
12/14	Recurring Payment Authorized On 12/10 Ccbill.Com *Fenix 888 5969279 CA S580346273648698 Card 7236		21.00		
12/14	Recurring Payment Authorized On 12/10 Ccbill.Com *Fenix 888 5969279 CA S460346274902739 Card 7236		6.00		
12/14	Recurring Payment Authorized On 12/11 Ccbill.Com *Fenix 888 5969279 CA S580347061279805 Card 7236		24.00		
12/14	Recurring Payment Authorized On 12/11 Ccbill.Com *Fenix 888 5969279 CA S580347062402177 Card 7236		6.00		
12/14	Online Transfer Ref #lb09Fcsgn9 to Propel World American Express Card XXXXXXXXX2528 On 12/12/20		6,000.00		
12/14	Online Transfer Ref #lb09Fcsgn9 to Propel World American Express Card XXXXXXXXX2528 On 12/12/20		3,000.00		6,963.24
12/15	Non WF ATM Withdrawal Authorized On 12/15 1 Almaden Blvd San Jose CA 00580350617115437 ATM ID T309A452 Card 7236		903.00		6,060.24
12/16	Wire Trans Svc Charge Sequence: 201216161935 Rfb# 0003090351436937 Trn#201216161935 Rfb#		30.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348312995705 Card 7236		4.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S300348315463605 Card 7236		15.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348319450080 Card 7236		25.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S460348330645925 Card 7236		14.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S380348341344155 Card 7236		5.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348344057012 Card 7236		25.00		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S460348612376229 Card 7236		6.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348613006427 Card 7236		6.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S460348614151145 Card 7236		14.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348615082608 Card 7236		7.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S460348628780011 Card 7236		6.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S460348629484733 Card 7236		14.99		
12/16	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S580348630256403 Card 7236		6.99		
12/16	WT Fed#05745 Mufg Union Bank, N /Ftr/Bnf=Finestone Hayes Lip Client Trust Rfb# 0003090351436937 Trn#201216161935 Rfb#		5,000.00		875.32
12/17	Online Transfer Ref #lb09G76X4D From Propel World American Express Card XXXXXXXXX2528 On 12/17/20		3,000.00		
12/17	Recurring Payment Authorized On 12/13 Ccbill.Com *Fenix 888 5969279 CA S380349208648339 Card 7236		16.99		
12/17	Recurring Payment Authorized On 12/16 Ritual Httpsritual.C CA S460351678886942 Card 7236		38.24		
12/17	Cash eWithdrawal in Branch/Store 12/17/2020 09:14 Am 9354 Wilshire Blvd Beverly Hills CA 7236		2,000.00		1,820.09
12/18	Purchase Authorized On 12/15 Sp * Skims Httpsskimsbod CA S460351193236533 Card 7236		139.84		
12/18	Purchase Intl Authorized On 12/17 Sp * Merabi Manchester Gbr S300352667585051 Card 7236		218.03		
12/18	International Purchase Transaction Fee		6.54		1,455.68
12/21	Recurring Payment Authorized On 12/17 Ccbill.Com *Fenix 888 5969279 CA S300352556010834 Card 7236		15.00		
12/21	Purchase Authorized On 12/19 Amazon.Com*Xx2Dj9G		29.41		

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Wells Fargo Portfolio Checking (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
12/21	Recurring Payment Authorized On 12/19 Ccbill.Com *Fenix 888 5969279 CA S460354495969298 Card 7236			9.90	1,401.37
12/22	eDeposit IN Branch/Store 12/22/20 09:43:54 Am 1790 S Bascom Ave Campbell CA 7236		9,900.00		
12/22	Purchase Intl Authorized On 12/20 Sp * Leah Alexandr Vancouver Can S380355806414692 Card 7236			266.29	
12/22	International Purchase Transaction Fee			7.98	
12/22	Purchase Intl Authorized On 12/20 Sp * Leah Alexandr Vancouver Can S460355833429669 Card 7236			153.36	
12/22	International Purchase Transaction Fee			4.60	
12/22	Purchase Authorized On 12/21 Sp * Oeufnyc.Com Https://oeufnyc.NY S380356846155703 Card 7236			191.20	
12/22	Purchase Authorized On 12/21 Sp * Posh Peanut I Poshepeanutsco CA S580356854094147 Card 7236			154.05	10,523.89
12/23	Recurring Payment Authorized On 12/20 Ccbill.Com *Fenix 888 5969279 CA S580355394443290 Card 7236			4.99	
12/23	Purchase Authorized On 12/20 Sp * Skims Https://skimsbod CA S580356112464296 Card 7236			166.09	10,352.81
12/24	Zelle to Kane Evander On 12/24 Ref #Rp09Hm6Xzm			500.00	9,852.81
12/28	Recurring Payment Authorized On 12/24 Ccbill.Com *Fenix 888 5969279 CA S300359445401678 Card 7236			9.99	
12/28	Purchase Authorized On 12/24 Sp * Ultracoractiv Https://ultracor CA S300359633035932 Card 7236			276.06	
12/28	Recurring Payment Authorized On 12/24 Ccbill.Com *Fenix 888 5969279 CA S380359839502555 Card 7236			49.00	
12/28	Recurring Payment Authorized On 12/24 Ccbill.Com *Fenix 888 5969279 CA S460359840597676 Card 7236			3.00	
12/28	Recurring Payment Authorized On 12/24 Ccbill.Com *Fenix 888 5969279 CA S460359842288225 Card 7236			10.00	
12/28	Purchase Authorized On 12/26 Sp * Posh Peanut I Poshepeanutsco CA S300361686962682 Card 7236			342.21	
12/28	Purchase Authorized On 12/26 Sp * Little Bum Bu Https://novacrys CA S300361849764515 Card 7236			124.41	9,038.14
12/30	Purchase Authorized On 12/28 Sp * Skims Https://skimsbod CA S460364146376779 Card 7236			126.76	
12/30	Purchase Authorized On 12/29 Sp * Joah Brown Shopcoolie.My CA S460364852299037 Card 7236			261.69	8,649.69
12/31	Purchase Authorized On 12/29 Sp * Alexa Kelley Alexakelley.M CA S300365168559380 Card 7236			187.30	
12/31	Interest Payment		0.04		8,462.43
Ending balance on 12/31					8,462.43
Totals			\$45,009.41	\$42,152.07	

Summary of checks written (checks listed are also displayed in the preceding Transaction history section)

Number	Date	\$ Amount
165	12/7	1,225.00

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$35.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Wells Fargo Portfolio Checking (continued)

Important Account Information

As a reminder, Portfolio by Wells Fargo monthly service fees are calculated using the combined month end balances of all qualifying accounts linked to your Portfolio by Wells Fargo program. If you do not meet the minimum balance requirements*, the standard monthly service fee of \$30 will be assessed to your primary checking account on about the 2nd business day following month end. This fee will appear in the transaction history section for the primary checking account on your next month end statement.

*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

The benefit of having no fee cashier's checks and money orders is no longer limited to only your primary Wells Fargo Portfolio Checking account within the Portfolio by Wells Fargo program. Those fees are waived if you have any qualified Consumer account that offers no fee cashier's checks or money orders as an account benefit.

Portfolio By Wells Fargo®

Questions? Please contact us:

Wells Fargo Premier Banking TeamSM

Available 24 hours a day, 7 days a week

Telecommunications Relay Services calls accepted

Phone: **1-800-742-4932**, TTY: 1-800-600-4833

Spanish: 1-877-727-2932

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A.

P.O. Box 6995

Portland, OR 97228-6995

January 31, 2021

Total assets:	\$ (85.19)
----------------------	-------------------

Total liabilities:	\$ 0.00
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Qualifying Balance:	\$ (85.19)
---------------------	-------------------

Deposit Balance:	\$ (85.19)
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Wells Fargo Portfolio Checking.	3
Go Far™ Rewards.	6

EVANDER KANE
8012 WILES RD
CORAL SPRINGS FL 33067-2072

Your Portfolio by Wells Fargo overview

Assets

Account (Account Number)	Balance this month (\$)
Wells Fargo Portfolio Checking (6649171607)	(85.19)
Total assets	\$ (85.19)

Go Far™ Rewards

Rewards ID	
Available balance	0
Pending relationship bonus rewards	32,159

Important Account Information

"Your Portfolio by Wells Fargo overview" section of your statement is provided for informational and convenience purposes. The balances in the Overview section may not match your statement of record for credit and brokerage products due to differences in statement periods between this statement and the statement for your credit and/or brokerage products. The Overview shows activity and information from (1) deposit, credit, trust and foreign exchange accounts with Wells Fargo Bank, N.A., and (2) brokerage accounts with Wells Fargo Advisors, which is a trade name used by Wells Fargo Clearing Services, LLC, and Wells Fargo Advisors Financial Network, LLC, Members SIPC, registered broker-dealers and separate non-bank affiliates of Wells Fargo & Company; and (3) insurance products offered through non-bank insurance agency affiliates of Wells Fargo & Company and underwritten by unaffiliated insurance companies.

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Other Wells Fargo Benefits

Please take a few minutes to review the accounts that are linked to your Portfolio by Wells Fargo program. To see the accounts that are linked to your Portfolio program, please go to the section of this statement titled "Your Portfolio by Wells Fargo Overview". Or, sign onto Wells Fargo Online and at the top of the Account Summary page, click on "Explore Program and Benefits", and this will take you to the Balance and Benefits page. To view the Balance and Benefits page from your mobile device, log into the Wells Fargo app and at the top of the Account Summary page, tap "Portfolio by Wells Fargo". Linked eligible accounts make up your Portfolio by Wells Fargo statement-ending qualifying balance and are used to determine if you are eligible to avoid the monthly service fee, and to get pricing discounts and other benefits. If you do not see all of the accounts you would like included in your Portfolio by Wells Fargo program, please contact your banker or call the number listed on the first page of this statement for assistance with linking the accounts.

Wells Fargo Portfolio Checking

Statement period activity summary

Balance on 1/1	8,462.43
Deposits/Additions	11,000.02
Withdrawals/Subtractions	19,547.64
Balance on 1/31	-\$85.19

Account number: **1607****EVANDER KANE**

Wells Fargo Bank, N.A. (Member FDIC)

CALIFORNIA account terms and conditions apply

Questions about your account: **1-800-742-4932**

Worksheet to balance your account and General Statement Policies can be found towards the end of this statement.

Interest you've earned

Interest paid this statement	\$0.02
Interest earned this statement period	\$0.02
Average collected balance	\$2,296.44
Annual percentage yield earned	0.01%
Interest paid this year	\$0.02
Total interest paid in 2020	\$10.26

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 1/1					8,462.43
1/4	Recurring Payment Authorized On 12/29 Ccbill.Com *Fenix 888 5969279 CA S300364842593397 Card 7236		22.00		
1/4	Recurring Payment Authorized On 12/29 Ccbill.Com *Fenix 888 5969279 CA S380364847604430 Card 7236		9.99		
1/4	Purchase Authorized On 12/30 Chick Fil A #01584 Phoenix AZ S300366078957413 Card 7236		13.79		
1/4	Recurring Payment Authorized On 12/31 Ccbill.Com *Fenix 888 5969279 CA S301001260974611 Card 7236		17.00		
1/4	Recurring Payment Authorized On 01/01 Best Alarm Company 408 8712400 CA S381002039612173 Card 7236		114.00		
1/4	Purchase Intl Authorized On 01/01 Sp * Merabi Manchester Gbr S301002104804468 Card 7236		260.07		
1/4	International Purchase Transaction Fee		7.80		
1/4	Purchase Authorized On 01/01 Sp * Nickho Rey Nickhorey.Mys TX S381002216891158 Card 7236		225.00		
1/4	Purchase Intl Authorized On 01/03 Sp * Lemonlunar Bolton Gbr S301003709142670 Card 7236		171.09		
1/4	International Purchase Transaction Fee		5.13		
1/4	Purchase Intl Authorized On 01/03 Sp * Satya Port Moody Can S381003820376162 Card 7236		35.25		
1/4	International Purchase Transaction Fee		1.05		
1/4	Purchase Authorized On 01/03 Mastro'S Oceanclub Scottsdale AZ S301004168248790 Card 7236		454.93		7,125.33
1/5	Purchase Authorized On 01/04 Sp * Heiress Cloth Https://heiressb FL S581004662979614 Card 7236		169.52		6,955.81
1/6	Recurring Payment Authorized On 01/03 Ccbill.Com *Fenix 888 5969279 CA S581003588635568 Card 7236		12.00		
1/6	Recurring Payment Authorized On 01/03 Ccbill.Com *Fenix 888 5969279 CA S301003591796899 Card 7236		10.00		
1/6	Purchase Authorized On 01/05 Sp * Skims Httpsskimsbod CA S581005639121077 Card 7236		190.14		6,743.67
1/7	eDeposit IN Branch/Store 01/07/21 04:05:27 Pm 14595 N Scottsdale Rd Scottsdale AZ		11,000.00		
1/7	Purchase Authorized On 01/06 Sp * Mutha Httpsmuthasto TX S301006688901755 Card 7236		159.00		

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 **Wells Fargo Portfolio Checking** (continued)

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
1/7	Purchase Authorized On 01/06 Sp * Afrmclothing Httpsarrivecl CA S461007099027689 Card 7236			186.62	17,398.05
1/8	Wire Trans Svc Charge Sequence: 210108061202 Srf# 0006313007688619 Trn#210108061202 Rfb#			30.00	
1/8	Purchase Authorized On 01/07 Sp * Posh Peanut I Poshpeanutsco CA S381007588955595 Card 7236			53.55	
1/8	Purchase Authorized On 01/07 Sp * Little Sleepi Httpslittlesl CA S381007845533775 Card 7236			69.92	
1/8	WT Fed#05530 Liberty Bank /Ftr/Bnf=Greg Henehan Srf# 0006313007688619 Trn#210108061202 Rfb#		11,000.00		
1/8	Zelle to Dussault Morgan On 01/08 Ref #Rp09Lh2F79			500.00	
1/8	American Express ACH Pmt 210108 M0416 Evander Kane			4,000.00	1,744.58
1/11	Purchase Authorized On 01/08 Sp * Newton Baby, Staging.Newto NY S301008707899864 Card 7236			327.74	
1/11	Recurring Payment Authorized On 01/09 Ccbill.Com *Onlyf 888 5969279 CA S381009538510871 Card 7236			5.99	
1/11	Purchase Authorized On 01/09 Staples 0010 Scottsdale AZ S581009797014125 Card 7236			11.04	
1/11	Purchase Authorized On 01/09 Oregano's Bistro 1 Scottsdale AZ S581009829323111 Card 7236			35.51	
1/11	Purchase Authorized On 01/09 C2 Tactical 101 An Phoenix AZ S381010026296563 Card 7236			184.46	
1/11	Purchase Authorized On 01/09 C2 Tactical 101 An Phoenix AZ S461010032694444 Card 7236			170.20	
1/11	Zelle to Dussault Morgan On 01/10 Ref #Rp09Lvwjr7			500.00	509.64
1/13	Purchase Authorized On 01/09 Sp * Skims Httpsskimsbod CA S301009740907012 Card 7236			187.91	321.73
1/15	Purchase Authorized On 01/13 Tst* Pieology Av Avondale AZ S301014055788293 Card 7236			26.00	
1/15	Purchase Authorized On 01/14 Sports Venture Chandler AZ S461014768837216 Card 7236			141.96	153.77
1/19	Recurring Payment Authorized On 01/12 Ccbill.Com *Onlyf 888 5969279 CA S461013017382444 Card 7236			49.00	
1/19	Recurring Payment Authorized On 01/13 Ccbill.Com *Onlyf 888 5969279 CA S581013341928615 Card 7236			19.99	
1/19	Recurring Payment Authorized On 01/13 Ccbill.Com *Onlyf 888 5969279 CA S461014209320030 Card 7236			16.99	
1/19	Purchase Authorized On 01/14 Tst* Pieology Av Avondale AZ S581014744007970 Card 7236			14.79	
1/19	Recurring Payment Authorized On 01/15 Ritual Httpsritual.C CA S461015682634640 Card 7236			38.24	14.76
1/22	Recurring Payment Authorized On 01/19 Ccbill.Com *Onlyf 888 5969279 CA S461019496437527 Card 7236			9.99	4.77
1/27	Recurring Payment Authorized On 01/24 Ccbill.Com *Onlyf 888 5969279 CA S581024445719964 Card 7236			9.99	5.22
1/28	Overdraft Fee For A Transaction Posted On 01/27 \$9.99 Recurring Payment Authori Zed On 01/24 Ccbill.Com *Onlyf 888 5969			35.00	
1/28	Recurring Payment Authorized On 01/24 Ccbill.Com *Onlyf 888 5969279 CA S461024841032039 Card 7236			9.99	50.21
1/29	Overdraft Fee For A Transaction Posted On 01/28 \$9.99 Recurring Payment Authori Zed On 01/24 Ccbill.Com *Onlyf 888 5969			35.00	
1/29	Interest Payment		0.02		85.19
Ending balance on 1/31					-85.19
Totals			\$11,000.02	\$19,547.64	

Wells Fargo Portfolio Checking (continued)

Summary of Overdraft and Returned Item Fees

	Total this statement period	Total year to date
Total Overdraft Fees	\$70.00	\$70.00
Total Returned Item Fees	\$0.00	\$0.00

Year to date totals reflect fees assessed or reversed since the first full statement period of the calendar year. Negative values indicate that fee reversals exceed fees assessed.

Important Account Information

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*\$25,000 in any combination of qualifying linked bank deposit accounts (checking, savings, time accounts (CDs), FDIC-insured IRAs) or \$50,000 in any combination of qualifying linked bank, brokerage (available through our brokerage affiliate Wells Fargo Advisors®) and credit balances (including 10% of mortgage balances).

Investment and Insurance Products are:

- Not Insured by the FDIC or Any Federal Government Agency
- Not a Deposit or Other Obligation of, or Guaranteed by, the Bank or Any Bank Affiliate
- Subject to Investment Risks, Including Possible Loss of the Principal Amount Invested

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

EXHIBIT “L”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
CASE NO.: 21-50028-SLJ
Chapter 7

4 In re
5 EVANDER FRANK
6 Debtor.

RULE 2004
EXAMINATION AND
DUCES TECUM
DEPOSITION OF: **EVANDER FRANK KANE**

TAKEN: Pursuant to Notice by
Counsel for Centennial Bank

DATE: March 24, 2021

TIME: 2:01 p.m. to 5:14 p.m. (EST)

LOCATION: Zoom videoconference

REPORTED BY: Melanie Keefe, FPR
Notary Public
State of Florida at Large

1 APPEARANCES: ANDREW J. GHEKAS, ESQUIRE
2 Anthony & Partners, LLC
3 100 South Ashley Drive
Suite 1600
Tampa, Florida 33602

4 Attorney for Centennial Bank

5 STEPHEN D. FINESTONE, ESQUIRE
6 Finestone Hayes LLP
7 456 Montgomery Street
20th Floor
San Francisco, California 94104

8 Attorney for the Debtor

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REGENCY REPORTING SERVICE, INC. (813)224-0224

1 Q. And who is Perry Eugene Kane?

2 A. It's my dad.

3 Q. If we go to July 16 -- scratch that. Let's
4 continue. When I went through these starting in September
5 and continuing through --

6 A. What page?

7 Q. I haven't actually identified a page yet. Sorry.
8 But I can now. I was talking and scrolling at the same
9 time, but page 46, it starts on September 18. There's
10 several recurring payments for September 13 and 23 to
11 London, GBR, and various amounts ranging from \$40 to \$8. Do
12 you know what any of these were for?

13 A. I -- I honestly don't. No, I don't.

14 Q. Okay. Do you know what London, GBR, is?

15 A. London, Great Britain, I'm assuming.

16 Q. And then after September 24, there are several
17 recurring payments which are ccbill.com *Onlyfa. Do you
18 know what these are?

19 A. I don't, no.

20 Q. Okay. And so these --

21 A. I don't recall -- sorry to interrupt. I don't
22 know if I got a -- I guess this was on my debit card, but I
23 do recall me getting a new credit card because of something
24 I did not recognize at the time. I couldn't tell you
25 exactly when that was, but I'm not sure if this London or

1 this other stuff has to do with that, but...

2 Q. Well, for --

3 A. Because they are strange amounts and they're very
4 nominal comparatively speaking.

5 Q. Well, if we look and these are recurring
6 payments, if you scroll down, they continue throughout the
7 month of September as well as the month of October. Do you
8 see on October 2 and 15 and 19 --

9 A. Right.

10 Q. -- 23, and then they also continue through
11 November, on November --

12 A. Yeah, I have no idea what those are.

13 Q. And also, in December and January 2021, so you
14 don't know what any of these withdrawals are?

15 A. No.

16 Q. All right. Are you familiar with the site
17 OnlyFans?

18 A. I know what it is, yes.

19 Q. And to me, when I had to look it up, it looked
20 like either recurring subscription payments --

21 A. That's actually -- yeah. Well, yeah, that's what
22 you said they were. They were recurring; is that correct?
23 It says --

24 Q. Do you subscribe to that site at all?

25 A. I do not, no.

1 Q. Is there anybody else who has access to your
2 debit card or your -- or this Wells Fargo account?

3 A. There shouldn't be.

4 Q. All right.

5 A. Or there shouldn't have been.

6 Q. And then if we were to look on November 6, page
7 60, there are four entries here on November 6 and November
8 9, three of them, withdrawals made in branch/store. One is
9 purchase bank check or draft in various amounts. Do you
10 know what any of these were for?

11 A. I know the one that you have highlighted for
12 17,990.63. That's just because I know the amount. That's
13 the payment for the mortgage on my Richland home.

14 Q. I'm sorry. Which one are you referring to?

15 A. The November 6th payment that you have
16 highlighted for \$17,990.63.

17 Q. Okay. Yes.

18 A. That is the amount that I pay on my mortgage on
19 my Richland property.

20 Q. And then the other three withdrawals made in --
21 made in a branch/store, do you know what those were for?

22 A. I don't recall the other two. The Royal Bank of
23 Canada, that seems to be money transferred.

24 Q. Right. I -- I was excluding that one --

25 A. Oh, okay. The other two I don't recall.

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6 I, Melanie Keefe, Court Reporter, certify that I
7 was authorized to and did stenographically report remotely
8 the deposition of EVANDER FRANK KANE; that a review of the
9 transcript was requested; and that the transcript, pages 5
10 through 102, inclusive, is a true and complete record of my
11 stenographic notes.
12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the parties, nor am
15 I a relative or employee of any of the parties' attorney or
16 counsel connected with the action, nor am I financially
17 interested in the action.
18
19
20
21
22
23
24
25

s/Melanie Keefe
Melanie Keefe, FPR
Court Reporter

14 CERTIFICATE OF OATH
15
16 STATE OF FLORIDA)
17 COUNTY OF HILLSBOROUGH)
18
19 I, the undersigned authority, certify that
EVANDER FRANK KANE personally appeared before me remotely
and was duly sworn.
20
21
22
23
24
25

WITNESS my hand and official seal this 8th day of
April, 2021.

s/Melanie Keefe
Melanie Keefe, FPR
Notary Public
State of Florida
My Commission No.: HH055410
Expires: December 9, 2024

REGENCY REPORTING SERVICE, INC. (813)224-0224

EXHIBIT “M”



Royal Bank

**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**

EVANDER KANE [REDACTED] 4741

STATEMENT FROM OCT 27 TO NOV 25, 2020

1 OF 1

PREVIOUS STATEMENT BALANCE	\$80,653.27
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		EVANDER KANE [REDACTED] PRIMARY	
TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 09	NOV 09	PAYMENT - THANK YOU / PAIEMENT - MERCI 7451040031461998855407	-\$1,653.27
NOV 24	NOV 24	PAYMENT - THANK YOU / PAIEMENT - MERCI 74510400329619980757406	-\$4,500.00
NOV 25	NOV 25	CASH ADVANCE INTEREST 22.99%	\$1,491.21
		NEW BALANCE	\$75,991.21

Time to Pay

If you make only the Minimum Payment each month, we estimate it will take 653 year(s) and 4 month(s) to fully repay the outstanding balance. Our estimate is based on the New Balance shown on this statement and your current credit card account terms.

INTEREST RATE CHART

Rate (%)	Remaining Balance**	Expiry Date
22.99	\$74,500.00	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

Travel with confidence

Enjoy the security of premium travel protection with your RBC® Avion® Visa Infinite Privilege[‡] for Private Banking card. Rest easy knowing you are covered with premium travel insurances including Trip Cancellation, Trip Interruption and Lost or Stolen Baggage coverage.

IMPORTANT INFORMATION**RBC REWARDS POINTS**

Previous Points balance	77,360
Points earned this statement	0
New points balance	77,360

CONTACT US

Customer Service / Lost & Stolen	1-888-769-2585
Collect Outside of North America	416-974-5944
Web site	www.rbcards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$1,501.00
Payment due date	DEC 21, 2020
Credit limit	\$80,000.00
Available credit	\$4,008.79
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$80,653.27
Payments & credits	-\$6,153.27
Purchases & debits	\$0.00
Cash advances	\$0.00
Interest	\$1,491.21
Fees	\$0.00

NEW BALANCE	\$75,991.21
--------------------	--------------------



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$75,991.21

MINIMUM PAYMENT
\$1,501.00

PAYMENT DUE DATE
DEC 21, 2020

AMOUNT PAID
\$

**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**
[REDACTED]
4741

Quick, convenient and secure ways to pay your credit card bill:
 • RBC Online Banking at www.rbcroyalbank.com/online
 • RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- Visit an RBC Royal Bank branch

RBC0190000_7169014_010-48749 03740

EVANDER KANE
8447 ISABEL PL
VANCOUVER BC V6P 6R8

IMPORTANT INFORMATION ABOUT YOUR RBC ROYAL BANK CREDIT CARD STATEMENT

The following is a summary of certain terms and conditions of your credit card account and details about some of the information shown on your statement. Please refer to your credit card agreement for complete terms and conditions for your account. For more tips on reading your statement, go to rbc.com/cardstatement.

New Balance. The Total Account Balance as of your Statement Date minus the total amount of Installments Not Yet Due as shown on your statement. This is the amount you must pay to avoid interest on your regular purchases and fees shown on this statement.

Statement Period. Your statement covers activity on your account from the day after your previous statement was prepared to the last day of this statement period (your **Statement Date**). If the date we would ordinarily prepare your statement falls on a date on which we do not process statements (such as weekends) we will prepare it on our next statement processing date. Your Payment Due Date will be adjusted accordingly.

Total Account Balance. The total amount of your previous account balance, plus all new purchases and debits, cash advances, interest, and fees shown on your statement, minus the amount of any payments and credits which have been posted to your account on or before your Statement Date. The Total Account Balance includes the total amount of Installments Not Yet Due as shown on your statement, and is the same as your New Balance if you do not have any installment plans.

YOUR RESPONSIBILITIES

Review your statement carefully. If you think there is an error, omission or irregularity, you must contact us no later than 30 days following your Statement Date at 1-800-769-2512. After 30 days, our records will be considered correct except for credits improperly applied to your account.

Report lost or stolen cards. If your card is lost or stolen, or if you have your card but suspect that it or your account number is being used by someone else, log in to RBC Online Banking or the RBC Mobile app and select the "Report Lost or Stolen Card" option, or call 1-800-769-2512, immediately. This obligation applies to Primary cardholders, Co-applicant cardholders and Authorized Users.

Making your payment. You may pay the New Balance (or if you have installment plans, the Total Account Balance) in full or in part at any time. However, you must pay at least the Minimum Payment by the Payment Due Date shown on the statement each month. If the Payment Due Date falls on a weekend or holiday, we will extend it to the next business day. Remember to allow sufficient time for payments to reach us by the Payment Due Date. Payments made by mail or through another financial institution may take several days to reach us and are not credited to your account until we have processed them. Branch payments will be credited to your account on the same day if made before the earlier of 6:00 p.m. local time or the branch closing time.

Missed payments. Missing payments (which means not making at least the Minimum Payment by the next Statement Date) will affect your interest rates as follows:

- If you miss making any Minimum Payment, you will lose the benefit of any introductory or promotional interest rate offer in which you are participating, and your standard cash advance and purchase interest rates will apply to any remaining balance(s) which were subject to that offer (subject to any further increases set out below) as of the first day of the third Statement Period following the missed payment (or the expiry date if it is earlier).
- Where you have installment plans and you miss making any Minimum Payment, all your installment plans will be automatically cancelled. The missed Monthly Principal payment(s) will continue to accrue interest at the installment plan interest rate(s) until paid in full. However, your Installments Not Yet Due will lose the benefit of such rate(s) and will be subject to your rate applicable to regular purchases as of the first day of your next Statement Period following the missed payment.
- In addition, if you miss making 2 or more Minimum Payments in any 12 month period, your standard cash advance and purchase interest rates will increase by 5% (8% if you are a Visa Classic Low Rate Option Cardholder) as of the first day of the third Statement Period following the missed payment that caused the rate increase. You will continue to pay the higher interest rates until you have paid your Minimum Payment by the next Statement Date for 6 consecutive months thereafter.

READING YOUR STATEMENT

Activity Description. Each transaction and amount credited or charged to your account during the Statement Period is described in this section, including the transaction and posting dates. If the transaction date is not available for any transaction, its posting date is used as the transaction date. Transactions converted to installment plans are marked by a ^ symbol in the activity description. Interest is always calculated from the transaction date. If there is more than one credit card on the account, transactions will be grouped by cardholder name, card number and relationship to the account. Primary and Co-applicant cardholders (but not Authorized Users) are responsible for all amounts charged to the account.

Payments & Interest Rates. This section displays the Minimum Payment and its Payment Due Date, your current credit limit, and available credit as of the Statement Date. Your available credit does not reflect transactions or payments made but not received by us by the Statement Date. Your current interest rates for cash advances and purchases are also shown, as well as the expiry date if any of those rates are temporary. Any promotional or installment plan rates are shown in the Interest Rate Chart.

Interest Rate Chart. This chart sets out the interest rate(s) that apply to the Total Account Balance, any remaining balances associated with those rates, and expiry dates for any promotional and installment plan rates. Offers that we may have made to you but which you are not using are not shown as they will not have any associated balances. If you lose a promotional rate due to a missed payment, the Interest Rate Chart will continue to display that promotional rate until the loss takes effect. The expiry date for an installment plan rate reflects the due date of the final installment plan payment for that plan. If you lose an installment plan rate before its expiry date due to a missed payment, your Interest Rate Chart will be updated in your next statement to reflect this and any Installments Not Yet Due will be moved to your Purchases & Fees category. If an expiry date falls on a date on which we do not process statements we will continue to provide you with the benefit of the promotional or installment plan rate until our next statement processing date.

Installment Plan Summary. If you have any installment plans, this chart sets out the details of such plans.

INTEREST AND OTHER CALCULATIONS

Determination of interest. You have a minimum 21 day interest-free grace period for new purchases. You can avoid interest on these new purchases by: (i) for new purchases (except those converted to installment plans) and fees, paying your New Balance in full by your Payment Due Date, and (ii) for new purchases converted to installment plans, paying your Total Account Balance in full by your Payment Due Date. If you do not pay your New Balance in full by your Payment Due Date, you must pay interest on each new purchase retroactively from the transaction date until the date we process your payment in full for those purchases. The accrued interest will appear on your next statement. We continue to charge interest on the unpaid portion of those purchases until you pay the New Balance in full on or before its Payment Due Date. Interest related to your purchases could appear on the first statement you receive after we process that payment. This is interest that was not included in the New Balance you paid in full because it accrued between the date the monthly statement which showed that New Balance was prepared and the date you made your payment. For installment plans, interest is not included on your first statement after you install a purchase to allow you to benefit from the interest-free grace period if you pay the Total Account Balance in full by the Payment Due Date for that statement. If you do not pay this balance in full by the Payment Due Date, the accrued interest on the installment plan will appear on your next statement. Fees are treated in the same manner as purchases for the purpose of charging interest. Interest is always charged on cash advances from the day the cash advance is made until the date we process the payment in full for those cash advances. Balance transfers, cash-like transactions and bill payments made using your credit card at our branch, an ATM or our online banking service are treated as cash advances. We do not charge interest on interest.

To calculate your interest shown in the Calculating Your Balance section of your statement, where there is only one applicable interest rate in a Statement Period, we add the amount you owe each day, and divide the total by the number of days in the Statement Period. This is your average daily balance. Where you have an installment plan, we use the total principal amount of your installment plan still outstanding (including Installments Not Yet Due) as the amount that you owe each day to calculate your average daily balance. Where you have more than one applicable interest rate in a Statement Period, we determine your average daily balance for each rate. We then multiply the average daily balance for each rate by the applicable daily interest rate (obtained by taking the annual interest rate and dividing by the number of days in the year). We then multiply this value by the total number of days in the Statement Period to determine the interest we charge you.

Applying your payments. We apply payments to your Minimum Payment first, then to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different interest rates, we will allocate any payment in excess of your Minimum Payment in the same proportion as each amount bears to your New Balance. If you have paid more than your New Balance, we will apply any excess payment to amounts that have not yet appeared on your monthly statement in the same manner as set out above, and then to Installments Not Yet Due.

Foreign currency conversion. The exchange rate shown on your statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to your account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars (USD), then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html, if set by Visa, or mastercard.com/global/currencyconversion/index.html, if set by Mastercard. You can also call us at 1-800-769-2512. For U.S. Dollar Visa Gold Cardholders, transactions are shown in USD and the same principles will apply if an amount is charged in a currency other than USD.

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Royal Bank

**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**

EVANDER KANE [REDACTED] 4741

STATEMENT FROM NOV 26 TO DEC 29, 2020

1 OF 1

PREVIOUS STATEMENT BALANCE **\$75,991.21**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 25	NOV 26	PP*6206CODE 4029357733 ON 74897260330047337774270	\$2.45
NOV 25	NOV 26	PP*6206CODE 4029357733 ON 74897260330047337785888	-\$2.45
NOV 25	NOV 26	PP*2752CODE 4029357733 ON 74897260330047340785974	-\$2.45
NOV 25	NOV 26	PP*2752CODE 4029357733 ON 74897260330047340777278	\$2.45
NOV 30	DEC 02	ONLYFANS.COM LOUISE ONLYFA 74595340337000001868009	\$132.04
		Foreign Currency-USD 99.00	Exchange rate-1.333737
DEC 01	DEC 01	ANNUAL FEE	\$279.00
DEC 01	DEC 01	ANNUAL FEE	\$99.00
DEC 13	DEC 14	ONLYFANS.COM LOUISE ONLYFA 74595340349000002117386	\$90.50
		Foreign Currency-USD 69.00	Exchange rate-1.311594
DEC 17	DEC 17	PAYMENT - THANK YOU / PAIEMENT - MERCI 74510400352619983569402	-\$76,591.75
DEC 29	DEC 29	CASH ADVANCE INTEREST 22.99%	\$982.73
		NEW BALANCE	\$982.73

Travel with confidence

Enjoy the security of premium travel protection with your RBC® Avion® Visa Infinite Privilege[‡] for Private Banking card. Rest easy knowing you are covered with premium travel insurances including Trip Cancellation, Trip Interruption and Lost or Stolen Baggage coverage.

IMPORTANT INFORMATION
RBC REWARDS POINTS

Previous Points balance	77,360
Points earned this statement	279
New points balance	77,639

CONTACT US

Customer Service / Lost & Stolen	1-888-769-2585
Collect Outside of North America	416-974-5944
Web site	www.rbc-rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$982.73
Payment due date	JAN 19, 2021
Credit limit	\$80,000.00
Available credit	\$79,017.27
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$75,991.21
Payments & credits	-\$76,596.65
Purchases & debits	\$227.44
Cash advances	\$0.00
Interest	\$982.73
Fees	\$378.00

NEW BALANCE **\$982.73**

 RBC ROYAL BANK
 CREDIT CARD PAYMENT CENTRE
 P.O.BOX 4016, STATION "A"
 TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$982.73
MINIMUM PAYMENT
\$982.73
PAYMENT DUE DATE
JAN 19, 2021
AMOUNT PAID
\$
**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**
[REDACTED] 4741

Quick, convenient and secure ways to pay your credit card bill:
 • RBC Online Banking at www.rbcroyalbank.com/online
 • RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- Visit an RBC Royal Bank branch

RBC0190000_1153723_014-69003 03990

 EVANDER KANE
 8447 ISABEL PL
 VANCOUVER BC V6P 6R8

IMPORTANT INFORMATION ABOUT YOUR RBC ROYAL BANK CREDIT CARD STATEMENT

The following is a summary of certain terms and conditions of your credit card account and details about some of the information shown on your statement. Please refer to your credit card agreement for complete terms and conditions for your account. For more tips on reading your statement, go to rbc.com/cardstatement.

New Balance. The Total Account Balance as of your Statement Date minus the total amount of Installments Not Yet Due as shown on your statement. This is the amount you must pay to avoid interest on your regular purchases and fees shown on this statement.

Statement Period. Your statement covers activity on your account from the day after your previous statement was prepared to the last day of this statement period (your **Statement Date**). If the date we would ordinarily prepare your statement falls on a date on which we do not process statements (such as weekends) we will prepare it on our next statement processing date. Your Payment Due Date will be adjusted accordingly.

Total Account Balance. The total amount of your previous account balance, plus all new purchases and debits, cash advances, interest, and fees shown on your statement, minus the amount of any payments and credits which have been posted to your account on or before your Statement Date. The Total Account Balance includes the total amount of Installments Not Yet Due as shown on your statement, and is the same as your New Balance if you do not have any installment plans.

YOUR RESPONSIBILITIES

Review your statement carefully. If you think there is an error, omission or irregularity, you must contact us no later than 30 days following your Statement Date at 1-800-769-2512. After 30 days, our records will be considered correct except for credits improperly applied to your account.

Report lost or stolen cards. If your card is lost or stolen, or if you have your card but suspect that it or your account number is being used by someone else, log in to RBC Online Banking or the RBC Mobile app and select the "Report Lost or Stolen Card" option, or call 1-800-769-2512, immediately. This obligation applies to Primary cardholders, Co-applicant cardholders and Authorized Users.

Making your payment. You may pay the New Balance (or if you have installment plans, the Total Account Balance) in full or in part at any time. However, you must pay at least the Minimum Payment by the Payment Due Date shown on the statement each month. If the Payment Due Date falls on a weekend or holiday, we will extend it to the next business day. Remember to allow sufficient time for payments to reach us by the Payment Due Date. Payments made by mail or through another financial institution may take several days to reach us and are not credited to your account until we have processed them. Branch payments will be credited to your account on the same day if made before the earlier of 6:00 p.m. local time or the branch closing time.

Missed payments. Missing payments (which means not making at least the Minimum Payment by the next Statement Date) will affect your interest rates as follows:

- If you miss making any Minimum Payment, you will lose the benefit of any introductory or promotional interest rate offer in which you are participating, and your standard cash advance and purchase interest rates will apply to any remaining balance(s) which were subject to that offer (subject to any further increases set out below) as of the first day of the third Statement Period following the missed payment (or the expiry date if it is earlier).
- Where you have installment plans and you miss making any Minimum Payment, all your installment plans will be automatically cancelled. The missed Monthly Principal payment(s) will continue to accrue interest at the installment plan interest rate(s) until paid in full. However, your Installments Not Yet Due will lose the benefit of such rate(s) and will be subject to your rate applicable to regular purchases as of the first day of your next Statement Period following the missed payment.
- In addition, if you miss making 2 or more Minimum Payments in any 12 month period, your standard cash advance and purchase interest rates will increase by 5% (8% if you are a Visa Classic Low Rate Option Cardholder) as of the first day of the third Statement Period following the missed payment that caused the rate increase. You will continue to pay the higher interest rates until you have paid your Minimum Payment by the next Statement Date for 6 consecutive months thereafter.

READING YOUR STATEMENT

Activity Description. Each transaction and amount credited or charged to your account during the Statement Period is described in this section, including the transaction and posting dates. If the transaction date is not available for any transaction, its posting date is used as the transaction date. Transactions converted to installment plans are marked by a ^ symbol in the activity description. Interest is always calculated from the transaction date. If there is more than one credit card on the account, transactions will be grouped by cardholder name, card number and relationship to the account. Primary and Co-applicant cardholders (but not Authorized Users) are responsible for all amounts charged to the account.

Payments & Interest Rates. This section displays the Minimum Payment and its Payment Due Date, your current credit limit, and available credit as of the Statement Date. Your available credit does not reflect transactions or payments made but not received by us by the Statement Date. Your current interest rates for cash advances and purchases are also shown, as well as the expiry date if any of those rates are temporary. Any promotional or installment plan rates are shown in the Interest Rate Chart.

Interest Rate Chart. This chart sets out the interest rate(s) that apply to the Total Account Balance, any remaining balances associated with those rates, and expiry dates for any promotional and installment plan rates. Offers that we may have made to you but which you are not using are not shown as they will not have any associated balances. If you lose a promotional rate due to a missed payment, the Interest Rate Chart will continue to display that promotional rate until the loss takes effect. The expiry date for an installment plan rate reflects the due date of the final installment plan payment for that plan. If you lose an installment plan rate before its expiry date due to a missed payment, your Interest Rate Chart will be updated in your next statement to reflect this and any Installments Not Yet Due will be moved to your Purchases & Fees category. If an expiry date falls on a date on which we do not process statements we will continue to provide you with the benefit of the promotional or installment plan rate until our next statement processing date.

Installment Plan Summary. If you have any installment plans, this chart sets out the details of such plans.

INTEREST AND OTHER CALCULATIONS

Determination of interest. You have a minimum 21 day interest-free grace period for new purchases. You can avoid interest on these new purchases by: (i) for new purchases (except those converted to installment plans) and fees, paying your New Balance in full by your Payment Due Date, and (ii) for new purchases converted to installment plans, paying your Total Account Balance in full by your Payment Due Date. If you do not pay your New Balance in full by your Payment Due Date, you must pay interest on each new purchase retroactively from the transaction date until the date we process your payment in full for those purchases. The accrued interest will appear on your next statement. We continue to charge interest on the unpaid portion of those purchases until you pay the New Balance in full on or before its Payment Due Date. Interest related to your purchases could appear on the first statement you receive after we process that payment. This is interest that was not included in the New Balance you paid in full because it accrued between the date the monthly statement which showed that New Balance was prepared and the date you made your payment. For installment plans, interest is not included on your first statement after you install a purchase to allow you to benefit from the interest-free grace period if you pay the Total Account Balance in full by the Payment Due Date for that statement. If you do not pay this balance in full by the Payment Due Date, the accrued interest on the installment plan will appear on your next statement. Fees are treated in the same manner as purchases for the purpose of charging interest. Interest is always charged on cash advances from the day the cash advance is made until the date we process the payment in full for those cash advances. Balance transfers, cash-like transactions and bill payments made using your credit card at our branch, an ATM or our online banking service are treated as cash advances. We do not charge interest on interest.

To calculate your interest shown in the Calculating Your Balance section of your statement, where there is only one applicable interest rate in a Statement Period, we add the amount you owe each day, and divide the total by the number of days in the Statement Period. This is your average daily balance. Where you have an installment plan, we use the total principal amount of your installment plan still outstanding (including Installments Not Yet Due) as the amount that you owe each day to calculate your average daily balance. Where you have more than one applicable interest rate in a Statement Period, we determine your average daily balance for each rate. We then multiply the average daily balance for each rate by the applicable daily interest rate (obtained by taking the annual interest rate and dividing by the number of days in the year). We then multiply this value by the total number of days in the Statement Period to determine the interest we charge you.

Applying your payments. We apply payments to your Minimum Payment first, then to the remainder of your New Balance. If the different amounts that make up your New Balance are subject to different interest rates, we will allocate any payment in excess of your Minimum Payment in the same proportion as each amount bears to your New Balance. If you have paid more than your New Balance, we will apply any excess payment to amounts that have not yet appeared on your monthly statement in the same manner as set out above, and then to Installments Not Yet Due.

Foreign currency conversion. The exchange rate shown on your statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to your account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars (USD), then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html, if set by Visa, or mastercard.com/global/currencyconversion/index.html, if set by Mastercard. You can also call us at 1-800-769-2512. For U.S. Dollar Visa Gold Cardholders, transactions are shown in USD and the same principles will apply if an amount is charged in a currency other than USD.

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EXHIBIT “N”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
CASE NO.: 21-50028-SLJ
Chapter 7

4 In re
5 EVANDER FRANK
6 Debtor.

10 RULE 2004
EXAMINATION AND
DUCES TECUM
DEPOSITION OF: **EVANDER FRANK KANE**

11

12 TAKEN: Pursuant to Notice by
Counsel for Centennial Bank

13

14 DATE: March 24, 2021

15 TIME: 2:01 p.m. to 5:14 p.m. (EST)

16 LOCATION: Zoom videoconference

17 REPORTED BY: Melanie Keefe, FPR
Notary Public
State of Florida at Large

1 APPEARANCES: ANDREW J. GHEKAS, ESQUIRE
2 Anthony & Partners, LLC
3 100 South Ashley Drive
Suite 1600
Tampa, Florida 33602

4 Attorney for Centennial Bank

5 STEPHEN D. FINESTONE, ESQUIRE
6 Finestone Hayes LLP
7 456 Montgomery Street
20th Floor
San Francisco, California 94104

8 Attorney for the Debtor

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REGENCY REPORTING SERVICE, INC. (813)224-0224

1 A. Again, I'm not sure exactly. I'm not sure if
2 it's rented out currently or not.

3 Q. Have you ever attempted to sell it?

4 A. No.

5 Q. Okay. So without knowing whether it's rented
6 out, you're still continuing to pay the mortgage on it?

7 A. Yes.

8 Q. Okay. The next property, 8447 Isabel Place, so
9 this one says "fee simple." So do you own this one
10 individually?

11 A. Yes.

12 Q. And so you -- are you continuing to pay the
13 mortgage on this house?

14 A. Yes.

15 Q. And that's just you?

16 A. Yes.

17 Q. And who lives at this residence?

18 A. My family.

19 Q. And what part of your family lives there?

20 A. My parents.

21 Q. Is it just your parents?

22 A. Yes.

23 Q. And do they pay you any rent to live at this
24 residence?

25 A. No.

1 into the 5955 account. But then if you see also on
2 March 31, you received an online banking transfer for a
3 hundred thousand dollars. Where did that money come from?

4 A. I'm not sure.

5 Q. Okay. All right. If we continue on, move a
6 little quicker here. If we continue in the 5955 document,
7 page 11, do you see -- who is Christian Anthony?

8 A. A friend of mine.

9 Q. Is there any reason why you're paying Christian
10 Anthony \$180, \$1,500, and \$1,200?

11 A. Yeah. I borrowed some money from him for the
12 larger amounts. That was money borrowed. I think the \$180
13 amount -- I can't see them all, but I see the 180. I think
14 that was paid for a round of golf for me, and I was just
15 sending him the money back.

16 Q. Okay. And if we continue on to page 12, there's
17 several other Christian Anthony entries: 2,400 and 2,700,
18 May 6, May 11. Is that for the same reason?

19 A. Yeah. I was paying the money that he had lent me
20 back.

21 Q. All right. And then if we skip forward into --
22 I'm sorry. You testified previously that you could not
23 recall what the Personal Loan SPL was?

24 A. Yeah, I'm trying to -- I was trying to think what
25 that means. SPL, oh, that is -- that is my -- I pay my

1 dad's car payment on his car. I think that's what that is.

2 Q. Okay.

3 A. That -- yeah, that's -- that would make sense.

4 It comes in every month. Yeah, that's what that is. It's a
5 -- just a car payment on my dad's car.

6 Q. All right. And then if we -- if you go to page
7 18, July 7, there are payments ranging from 33,000 to \$635
8 all to various credit cards. Are these all your credit
9 cards?

10 A. No, none of them are my credit cards. They were
11 my parents' credit cards.

12 Q. Okay. So all of these are your parents' credit
13 cards?

14 A. Yes.

15 Q. That you're paying off?

16 A. Yes.

17 Q. Okay. And then July 9, that same page, do you
18 see here there's another online transfer for a hundred
19 thousand dollars? Do -- do you know where that came from?

20 A. I'm assuming it would've come from somewhere in
21 my bonus check during that period of time. I don't know --
22 I can't see where it came from.

23 Q. But if it were to come from your bonus check,
24 wouldn't that have been deposited into your Wells Fargo
25 account and transferred to your RBC U.S. dollars account

1 CERTIFICATE OF REPORTER
2
3 STATE OF FLORIDA)
4 COUNTY OF HILLSBOROUGH)
5
6 I, Melanie Keefe, Court Reporter, certify that I
7 was authorized to and did stenographically report remotely
8 the deposition of EVANDER FRANK KANE; that a review of the
9 transcript was requested; and that the transcript, pages 5
10 through 102, inclusive, is a true and complete record of my
11 stenographic notes.
12
13 I further certify that I am not a relative,
14 employee, attorney, or counsel of any of the parties, nor am
15 I a relative or employee of any of the parties' attorney or
16 counsel connected with the action, nor am I financially
17 interested in the action.
18
19
20
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22
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24
25

s/Melanie Keefe
Melanie Keefe, FPR
Court Reporter

14 CERTIFICATE OF OATH
15
16 STATE OF FLORIDA)
17 COUNTY OF HILLSBOROUGH)
18
19 I, the undersigned authority, certify that
EVANDER FRANK KANE personally appeared before me remotely
and was duly sworn.
20
21
22
23
24
25

WITNESS my hand and official seal this 8th day of
April, 2021.

s/Melanie Keefe
Melanie Keefe, FPR
Notary Public
State of Florida
My Commission No.: HH055410
Expires: December 9, 2024

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